To The Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee County:

Humbly complaining,your petitioner,John F.Hughes,would respectfully allege and represent unto your honor that on the day of February,1905,by your honor's court for Lee County,Va., he was duly appointed and on that day duly qualified as the Committee of one V. R. Astrop,a resident and citizen of this county, who was on or about the day of 1905,and still is insane,and now confined in the Southwestern Lunatick Asylum, at Marion,Virginia:

_I_I_.

That your petitioner,after his said appointemnt and qualification as Committee as aforesaid,to-wit,on the day of March, 1905,he went to the place of abode and on the premises of the said Astrop for the purpose of taking possession of his estate,as required he should do by law.(#1702). But your petitioner did not find any more personal property on said Astrop's premises,than that allowed by law (# 3650- 3651) to him,he being a householder and head of a family,-at the time he having dependant upon him a wife, and one children,to-wit: Carrie Astrop,his wife,and Cora Music,a daughter,wife of John L.Music,but said John L.Music does not support his said wife.

I I I.

Your petitioner will further show and represent unto your honor,that said Astrop while sane and sui juris,contracted several debts and obligations which had not been discharged and satisfied at the time he became insane,and that such dbts and obligations are still outstanding and unpaid to those entitled to the same,

some of which and the persons to whom they are due and owing, are as follows:

(1). R.J.Wood,R.L.Wood,and R.A.Wood,merchants and partners doing business under the firm name of R.J.Wood & Sons, a store account,which became due and payable,as they claim on the 1st day of Nov.,1904..... ~~$10.49~~. 11.60

(2). J.F.Witt,a store account which became due and payable,Oct.,30th,1904 for the sum of ..... 52.49.

(3). E.F.Zion,a note,waiving the homestead law, which became due and payable Jan.,4th,1902,for 11.15.

(4). A.G.Hyatt,cashier of Pennington Gap Bank,a note,which became due and payable,Jan.,2nd,1905, waiving the homestead law,and for ..... 69.55.

(5). A.J & J. S. Cox,a note,which became due and payable Jan.,2nd,1902 for ..... 22.08.

(6). A. J. Cox,a note,which became due and payable Sept.,6th,1904,for the sum of ..... 100.00.

(7). John M.Smyth,Jr.,a note,which became due and pauable,March,3rd,1904,for the sum of ..... 225.00.

(8). W.P.M.Stewart,a note,which became due and payable,Sept.,3rd,1904,subject to a credit of $100.00,Nov.15th,1904,for the sum of $200.00, leaving a balnce due Nov.,15th,1904 ..... 102.43.

Your petitioner here files the proven accounts and the notes of the forgoing parties against the said V.R.Astrop, marked "A", "B", "C", "D","E", "F", "G" and "H",and parayed to be taken as a part of this petition.

I V.

Your petitioner will further show and represent unto your honor that he has no effects in his hands,nor should there have come into his hands any effects of the estate of the

said Astrop by and dilligence or efferts on his part,with which to pay said several debts and obligations,or either of them or of any part of either of them;and he is informed and belives that said debts are each and all just,and unpaid to said several parties. Your petitioner do not know for sure that there are other debts against the said Astrop,but from what he has heard he is of the opinion that there are other obligations and debts against him that are due and owing and unpaid,but to whom,your petitioner is not advised,sufficiently to give their names.

V.

Your petitioner will further aver,charge and rperesent unto your honor,that whne the said V.R.Astrop became insane,and does now own considerable real estate,as follows,to-wit:

(1). A small tract conveyed to him by deed,bearing date on the 19th d
19th day of November,1878,by Jonathon Dalton and wife;and which deed is of record in the clerk's office for this county in Deed book,No.31,page,427;a copy of which is here filed,Marcked "W.", and prayed to be taken as part of this petition;

(2). Another small tract containing 32 acres conveyed to him by deed,bearing date on the 15th day of October,1879,by Nathaniel G.Bailey and Lucinda,his wife,and Carr Bailey;this deed has not been recorded; a copy of which,however,is here filed,marked "X" and prayed to be taken as a part of this petition;

(3). Another small tract of five acres,conveyed to him by France Zion and wife,by deed bearing date on the 2nd day of October,1881; nor is this deed recorded;but a copy thereof is here filed,marked "Y",and prayed to be taken as a part of this petition; and

(4). Another tract conveyed to him by James M.Stewart and Emily Stewart,by deed bearing date on the 1st day of August,1896;nor has this deed been recorded;but a copy thereof is here filed,marked "Z",and prayed to be taken as a part of this petition.

V I.

Your petitioner,will further chrage and aver,that each and every parcel of said land,is situated and lies in this county,on and near the head waters of Dry branch,some four miles east of Pennington Gap;that its rental value is small,and would be insufficient to pay said Astrop's indebtedness in five years,and the costs of this petition;and such being the case,your petitioner is advised that said land,or enough thereof to pay said Astrop's indebtedness should be decreed to be sold,or mortgaged in order to obtain money with which to pay said Astrop's indebtedness. (See Section 1703 of Code).

V I I.

Your petitioner will further show and aver unto your honor, that said V.R.Astrop,now has living and who would be his heirs at law,in case of his death the following named children,to-wit: (1), Thomas J.Astrop; (2),Eunice Hedrick; (3), Cora Musick;(4), Perry Astrop;(5),Charles Astrop;(6) Alonzo Astrop;and (7) John Astrop; all of whom are more than twenty-one years of age;and his said wife,Carrie Astrop, who is a non resident of this State.

V I I I.

The premises considered,your petitioner is advised that it is necessary and will be beneficial to the interests of the estate of said V.R.Astrop to have his land,or enough thereof sold or mortgaged to satisfy his indebtedness,and to that end your petitioner prays that your honor take cognizance of this petition; that a gardian ad litem be appointed to defend the rights and interests of the said Astrop's estate;that said V. R. Astrop, Carrie Astrop,Thomas J.Astrop,Eunice Hedrick,Cora Musick,Perry Astrop,Clarles Astrop, Alonzo Astrop,and John Astrop each be made parties defendants to this petition;that they be required to answer the same,but they need not do so on oath as that is expressly waived;that a commissioner in chancery as required by law be ~~appointed~~ required to enquire into and

report upon the matters contained in this petition, and especially (1) whether the said V.R.Astrop is the owner of the said lands, (2) what indebtedness, if any he owes, the amounts thereof, and to whom due and owing, (3) the rental value of said land (4), its probable value, (5) whether it would be advisable to sell or mortgage the same in order to procure money with which to pay his indebtedness, and (6) any other matter that might be deemed advisable or especially required by any one in interest; that all of said Astrop's creditors be convened and required to prove their respective claims and debts against him; that your petitioner be allowed a reasonable sum against the said Astrop's estate to pay him his trouble and expenses attending this estate and attorney's fees; and that all other and general relief be awarded as the nature of this cause may require. May process issue, etc. and an order of publication be duly made for said Thomas J. Astrop. And your petitioner will ever pray, etc.

John T. Hughes

Committeee.

Pennington Bros. P.Q.

Pennington Gap, Va. JAN 26 1905 190

Mr V. R. Estep.

BOUGHT OF

R. J. WOOD & SONS,

STOVES,

HARDWARE TINWARE &c.

1904				
Jan	1	To balance on settlement		172
May	21	" meat 1.12 coffee 45 sugar 25		1 82
Sep	3	" meat 65 tob 50 axle grease 25 cartridges 20		1 60
"	8	" meat 2.85 sugar 25 coffee 60		3 70
Oct	3	" meat 1.10 coffee 30 tob 25		1 65
"	15	" meat		1 00
Nov	1	Balance.		11.49
Dec	31	Int		11
				$11 60

State of Virginia,

County of Lee, to-wit:

This day personally appeared before me, J.J.Yeary, a justice of the peace in and for for the county aforesaid, in the State of Virginia, R. L. Wood who made oath before mein my said county that V. R. Astrop is jstly indebted to xxxx R.J.Wood & Sons in the sum of ($11 60/100) Eleven & 60/100 dollars, which became due and payable on the 1st day of Nov. 1904.

Given under my hand this the 26th day of Jan, 1905.

J.J.Yeary, J.P.

(9)

State of Virginia,

County of Lee,to-wit:

This day personally appeared before me, J.J.Yeary,a justice of the peace in and for for the county aforesaid,in the State of Virginia, J. F. Witt, who made oath before mein my said county that V. R. Astrop is jstly indebted to said J. F. Witt, in the sum of ($ 52.49) Fifty-two and 49/100 ---------- dollars, which became due and payable on the 31st day of December 1904.

Given under my hand this the 31 day of Jan ,1905.

J. J. Yeary J.P.

(10)

V. R. Gilstrap Acct to

1904 J. F. Will Hayden Va

Aug 24	To 1 Pr Pants	160	John
" "	" 1 Shirt	60	
" "	" 1 Pr Shoes	225	
" "	" 1 " Suspenders	30	
" "	" 1 Hat	125	
		600	
" "	" Coal oil	10	myrtle
" "	" Matches	05	
" "	" Baking Powder	10	
Oct 14	" 1 Pr Suspenders	10	myrtle
" "	" Soda 5	05	
Dec 13	" Green Coff	10	myrtle
		$6.50	

Amt Due Jan 1st 05

1904 V. R. Aistrop Dr

Jan	28	To 7 yds. Dress Goods @ 15 cts	Self	1	05
"	28	" 8 3/4 yds Domestic @ 7 1/2.	"		65
"	28	" 1/2 " Velvet " 50	"		25
"	28	" 1 Pr Ladies Shoes	"	1	00
"	28	" 4 yds water proof Goods @ 45	"	1	80
"	28	" Tobaco	"		25
"	28	" 15 1/2 # Meat @ 10	"	1	55
Feb	9	" 133 # Meat " 10 1/2	order	13	96
"	9	" Sugar	"	1	50
"	9	" 10 # Beans @ 5 cts	"		50
"	9	" Rice 50 Wash Soap 25	"		75
"	9	" Pepper 10 Tobaco 25	"		35
"	9	" Shaving Soap	"		10
"	9	" 5 yds Cotton Chk @ 7 1/2	"		38
"	9	" 2 1/2 " Gingham " 8 1/3	"		21
"	9	" 10 " Calico " 6	"		60
"	9	" 2 Pr Ladies Hose	"		25
"	9	" 3 " Sox	"		25
"	9	" 1 work Shirt	"		55
"	9	" 2 yds Bonnet Gingham @ 10	"		20
"	9	" Spool Thread	"		15
"	9	" 1 Mattock & handle	"		75
"	9	" Arbuckle Coffee	"	1	00
"	9	" 100 # Flour	"	3	00
"	9	" 1 Wash board	"		40
"	27	" Paid order Ira Templeton			50
				31	95

2 Page.

1904			Dr	
May	10	To amt Brot forward	31	95
May	10	" Soup Beans Biddle	1	00
June	15	" Arbuckle Coffee "	1	00
"	15	" Sugar 50 Rice 25 "		75
"	15	" Tobacco 25 Laundry Soap 25		50
"	15	" 14# Meat @ 12 "	1	68
"	15	" 1 Pr Shoes "	2	20
"	15	" 2 " Sox @ 10 "		20
"	15	" 3 yds Gingham @ 15 "		45
"	15	" 1 Spool Thread 5 Pocket Knife 65		70
Aug	13	" 10 yds Dress Goods @ 7½ Grandaughter		75
"	13	" 7 " " " @ 8⅓ "		58
"	13	" 3½ " Calico @ 6½ "		20
"	13	" 2¼ " Dress Goods @ 8⅓ "		20
"	13	" 5 " Domestic @ 8⅓ "		42
"	13	" 2 Spools Thread @ 5 "		10
"	13	" 3 Shirts @ 50 cts "	1	50
"	13	" 3 yds Lace @ 8⅓ "		25
"	13	" Ball Thread "		10
"	13	" 10 yds Calico @ 6½ "		65
"	13	" 4 " " @ 6½ "		26
"	13	" Tobacco 25 Soap 25 Cakes 05 "		55
		" Amount from Dryden Store	6	50
			52	49

J. G. Hill

vs } a/c

V. R. Aistrop

"B"

Form 110. VIRGINIA NOTE Jan. 1903 1M

$ 100.00 March 15 1904

On 9/13 1905, we or either of us, for value received, promise to pay THE GEISER MANUFACTURING COMPANY, or order, at the _____ Bank of Burrington Va

the sum of One Hundred Dollars,

with bank charges for collection and exchange and six per cent. interest.

(Payable annually) from date until paid. We, the drawers, guarantors and endorsers of this note, waive presentment for payment, protest and notice of protest, also waive all trespass, homestead and exemption laws as to this debt; we also agree to pay in addition to above, ten per cent. attorney's fees, and all necessary expenses incurred in collecting.

We, the undersigned, admit that The Geiser Mfg. Co., of Waynesboro, Pa., is a corporate body, duly incorporated under the laws of Pennsylvania.

P. O. Addresses: Ogden Va

WITNESS: V. R. Ostrop SEAL

SEAL

SEAL

No. 52307 Due: 9-13-1905

TO AGENTS—Erase nothing, and always take a lien on the machinery by Deed or Trust.

In consideration of one dollar in hand paid, we guarantee the payment of the within note to The Geiser Manufacturing Co., waiving presentment for payment, protest and notice thereof.

C. E. Wilkison

FOR COLLECTION & REMITTANCE
To the Geiser Mf'g. Co.

J. J. Allen Treas.

[illegible]

Form 110. #6 VIRGINIA NOTE Jan. 1903-1M

$ 100.00 March 15 1904

On 3/13 1905, we or either of us, for value received, promise to pay THE GEISER MANUFACTURING COMPANY, or order, at the _____ Bank of Pennington Gap Va the sum of One hundred _____ Dollars, with bank charges for collection and exchange, and six per cent. interest.

(Payable annually) from date until paid. We, the drawers, guarantors and endorsers of this note, waive presentment for payment, protest and notice of protest, also waive all trespass, homestead and exemption laws as to this debt; we also agree to pay in addition to above, ten per cent. attorney's fees, and all necessary expenses incurred in collecting.

We, the undersigned, admit that The Geiser Mfg. Co., of Waynesboro, Pa., is a corporate body, duly incorporated under the laws of Pennsylvania.

P. O. Addresses: Ogden Va

WITNESS: U.R. Astrop SEAL

SEAL

SEAL

No. 52306 Due: 3-13-1905

TO AGENTS—Erase nothing, and always take a lien on the machinery by Deed or Trust.

In consideration of one dollar in hand paid, we guarantee the payment of the within note to The Geiser Manufacturing Co., waiving presentment for payment, protest and notice thereof.

C. E. Wilbur

FOR COLLECTION & REMITTANCE
To the Geiser Mf'g. Co.
J. J. Allen Treas.

(1)

Pennington Gap Bank, Virginia.

$ 11 15/100

Pennington Gap, Va., Jan 3 1902

One days after date I promise to pay to the order of

E. F. Gibson

Eleven 15/100 Dollars

Negotiable and payable without offset at Pennington Gap Bank, of Pennington Gap, Va., for value received and I waive the benefit of my homestead and all other exemptions of law as to the debt evidenced by this note.

The undersigned principals and endorsers, sureties and guarantors hereby severally waive presentment for payment, demand, protest and notice of protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or consent, and without affecting their liability.

Given under my hand the date above written

V. R. Astrop

Due 190

We, as endorsers of this note, waive demand, notice, protest, all exemption laws, and guarantee payment of same, or any renewal thereof, and acknowledge that we sign with a full understanding of this notice.

.....

.....

"b"

Pennington Gap Bank, Virginia.

$ 69 55

Pennington Gap, Va. June 2 1904

Seven months ~~days~~ after date we promise to pay to the order of

A. P. Boyd & Co., Pennington Gap Bank

Sixty Nine & 55/100 Dollars

Negotiable and payable without offset at **Pennington Gap Bank**, of Pennington Gap, Va., for value received and we waive the benefit of our homestead and all other exemptions of law as to the debt evidenced by this note.

The undersigned principals and endorsers, sureties and guarantors hereby severally waive presentment for payment, demand, protest and notice of protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or consent, and without affecting their liability.

Given under our hand date above written

Renewal

1 R. Astrop

2 J. M. Stallard Surety

3 John Ford Surety

Due Jany 2nd 1905

55530

We, as endorsers of this note, waive demand, notice, protest, all exemption laws, and guarantee payment of same, or any renewal thereof, and acknowledge that we sign with a full understanding of this notice.

.....

.....

.....

.....

28

$22.08 Jan 1 1902 ~~189~~

one day After date I promise and bind my self

heirs executors &c. to pay to A. J. & J. S. COX, or order

Twenty Two DOLLARS

and Eight cents, for value received, and hereby waive the benefit of the Homestead exemption, or any other law that is now or may hereafter be enforced to prevent the collection of the same, in this or any other State.

Witness my hand and seal this 1 day of Jan 1 1901 ~~189~~

C. R. Cochran SEAL

SEAL

1903 Aug 1
Cr By self cash $500
Nov 3 1903
Cr By 1 Sid Morris Letter $300

Dec 18 1904

1745

"3"

$10000 September 5 ~~189~~ 1904

one day After date I promise and bind my self

heirs executors &c. to pay to A. J. & J. S. COX, or order

one Hundard DOLLARS

and _____ cents, for value received, and hereby waive the benefit of the Homestead exemption, or any other law that is now or may hereafter be enforced to prevent the collection of the same, in this or any other State.

Witness my hand and seal this 5 day of Sept 189 1904

C. R. Stevens SEAL

_____ SEAL

Pennington Gap Bank, Virginia.

$225

Pennington Gap, Va., Mch 2 1904

One — days after date I promise to pay to the order of John M Smyth Jr. Pennington Gap Va

Two Hundred & Twenty Five — Dollars

Negotiable and payable without offset at **Pennington Gap Bank**, of Pennington Gap, Va., for value received and I waive the benefit of my homestead and all other exemptions of law as to the debt evidenced by this note.

The undersigned principals and endorsers, sureties and guarantors hereby severally waive presentment for payment, demand, protest and notice of protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or consent, and without affecting their liability.

Given under my hand — date above written

V. R. Aetrop

Due Mch 3 — 1904

We, as endorsers of this note, waive demand, notice, protest, all exemption laws, and guarantee payment of same, or any renewal thereof, and acknowledge that we sign with a full understanding of this notice.

.....

.....

"G"

Pennington Gap Bank, Virginia.

$100 00

Pennington Gap, Va., Sep 2 1904

One days after date I promise to pay to the order of

W P M Stewart

Two Hundred Dollars

Negotiable and payable without offset at **Pennington Gap Bank**, of Pennington Gap, Va., for value received and I waive the benefit of my homestead and all other exemptions of law as to the debt evidenced by this note.

The undersigned principals and endorsers, sureties and guarantors hereby severally waive presentment for payment, demand, protest and notice of protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or consent, and without affecting their liability.

Given under my hand on date above written

V. R. Astrop

Due Sep 3 1904

We, as endorsers of this note, waive demand, notice, protest, all exemption laws, and guarantee payment of same, or any renewal thereof, and acknowledge that we sign with a full understanding of this notice.

.....

.....

.....

.....

Nov 15 1904
Cr by Credit 75 00

Nov. 15. 1904
Cr by cash 25 00

"H"

This Deed made this the 19th day of November,1878 by and between Jonathon Dalton and Rebecca,his wife of the county of Hancock and State of Tennessee of the one part and V.R.Astrop of the county of Lee and State of Virginia of the other part:

WITNESSETH: That for and in conside ation of the sum of fifty ($50.00) dollars each in hand paid and secured to be paid,the receipt of which is hereby acknowledged the said Jonathon Dalton and Rebecca his wife have this day given,granted,bargained and sold and by these presnts do give,grant,bargain sell and convey unto the said V.R.Astrop,a certain tract or parcel of land situated lying and being in Lee County,Virginia,and is a part of a tract of land sold and conveyed to the said Dalton by Willima Parsons by his deed bearing date on the 10th day of May,1861 and of record in the clerk's office of Lee County,Virginia,in deed book No.15,page 222,containing twenty-five acres be the same more or less,and bounded as follows to-wit: Beginning on a chestnut oak,corner to a tract of land this day conveyed to Wm.Parks,thence S.61 E.46 poles to a small birch on the bank of creek in the Gap of said ridge;thence S.18 E.78 Poles to a beech and Spruce pine;S.74 W. 82 P.to a white oak another corenr of the tract of land this day conveyed to William Parks and with a conditional line this day made between said V.R.Astrop and William Parks eastwardly to the Beginnng. To Have and To Hold said tract ~~xxxxxx~~ or parcel of land together with all the appurtenances thereunto belonging to him the said V.R.Astrop and his heirs for ever. And the said Jonathon Dalton and Rebecca,his wife,covenant to and with the said Astrop that they will warrant Generally the land hereby conveyed. In witness whereof they have hereunto set their names and affixed their seals,this the day and date first above written.

Jonathon Dalton (Seal).

Rebecca Dalton (Sael).

Acknowledged Nov.,28th,1878,before two justices of the peace of Hancock County,Tenn.,properly.

****

Recorded June 5th,1895 in Deed Book,No.31,page ~~xx~~ 427.

Exhibit "H"

This deed made this the 15th day of October,in the year,1879, between Nathan G.Bailey and Lucinda Bailey xxxxxxxxxxxxxxxxxxxxxx and Carr Bailey of the county of county of Lee and State of Virginia, of the one part and V.R.Astrop of the county and State aforesaid, of the other part: WITNESSETH: that for and in consideration of the sum of fifty dollars in hand paid the receipt whereof is hereby acknowledged the said Nathaniel G.Bailey and Lucinda Bailey his wife and Carr Bailey do grant,bragain,and sell unto the said V.R.Astrop a certain tract or parcel of land lying and being in Lee County on the Poor Valley ridge and bounded as follows to-wit: Beginning at a dogwood and chestnut oak on a steep hill side corner to Jonathon Dalton's land,and on a line of a survey made in the name of Isaac Hughes and with lines of the latter,S.5 E.7 poles to a chestnut oak on a point of said ridge;thence S.61 E.46 poles to a small birch and Laurel on the west side of a branch,above the falls of the same;thence S.18 E.55 poles to a stake on the east side of said branch,near Stewart's chappel,corner to France Zion's land, and with lines thereof,N.65 E.14 poles,to a stake,near a white oak marked as a pointer;thence N.73 E.68 poles to a stake near a spotted oak,marked as paointer,corner to a 10 acre survey made in the name of Timothy Dalton and with a line of the same,North 12 poles to a double chestnut oak an a spur,corner to a survey made in the name of William S.Parsons,and with lines thereof West 52 poles to two black oaks;thence N.10 W.70 poles to 4 Black oaks,on a line of the Dalton land and with lines thereof,S.47 W.40 polesto a birch and Laurel on the west sied of said branch,corner to said Dalton land,near Dalton's old mill;thence N.85 W.46 poles to the Beginning,Containing 32 acres more or less,being a part of a 50 acre survey made in the name of of the said Nathaniel G.Bailey and Carr Bailey,the balance of said 50 acre survey being on old patent land. And the said Nathaniel G.Bailey and Lucinda Bailey, his wife,and Carr Bailey covenant with the said V.R.Astrop,that they will warrant Generally the land hereby conveyed.

Witness the following signatures and Seals.

N. G. Bailey, (Seal).

Lucinday Bailey. (Seal).

Carr Bailey (Seal).

Acknowledgement:

Of Nathaniel Bailey and Carr Bailey taken on Oct. 15th,1879 in proper form before Frances M.Smith J.P.

Of Lucinda Bailey before Carr Bailey,N.P.in proper form on Oct.15th,1879.

Exhibit "X"

t This deed made this 2nd day of Oct. in the year of our Lord,One thoursand & Eight Hundred and Eighty-one,between France Zion and Elcey Zion,his wife,of the county of Lee and State of Virginia,of the one part and V.R.Astrop of the county of Lee and State of Virginia,of the second part.

WITNESSETH,that for & in consideration of the sum of Three hundred dollars in hand paid,the receipt thereof is hereby acknowledged, the said France Zion and Elcey his wife doth bargain and grant unto the said V.R.Astrop a certain tract or parcel of land lying and being in Lee County,containing five acres be the same more or less,it being bounded as follows to-wit: Beginning at a stake in the bramch on the Stewart line,N.85 E.2 1/2 Poles to a stake;N.20 W.2 Poles to a stake, N.86 E.2 1/2 P.to a stake;N.9 E. 5 1/2 Poles to a stake; E.24 Poles to a black locust; N.5 E.30 Poles to a stake in the Bailey line,be the same more or less;S.82 W.22 1/2 Poles to a stake in the said branch; Thence with the diferent meanders of the xxxx branch to the Beginning; suppoed to contain 5 acres be the same more or less. The said France Zion & Elcey,his wife,do covenant with the said V.R.Astrop that they will warrant Generally the title to the land hereby conveyed with all the appurtenances thereto belonging. The day and year above written. Witness the following signature and seals.

France Zion (Sael).
her
Alcy X Zion (Seal).
Mark

Acknowledged before

Acknowledged before J.A.G.Hyatt,"Comr.in Chancery for the county court for Lee County",on Oct.,21st,1881. The certificate is in proper form. (Qery:Had he authority to take the acknowledgement?)

Exhibit "G."

This Deed made this 1st day of August,1896,between James M. Stuart and Emily Stuart (Daughter of Jas.M.Stuart) of the first part,and V.R.Astrop of the second part-

WITNESSETH : That in consideration of the sum of Four hundred dollars,in hand paid the receipt is hereby acknowledged,the said James M.Stuart & Emily Stuart has sold ~~and~~ delivered do grant unto the said V.R.Astrop with a covenant with general warranty, all There right,title &Interest to a certain tract of parcel of land lying & being in the county of Lee and State of Virginia, some ten miles north east of Jonesville on Dry branch (the head waters of a fork of said branch) & bounded as follows,Bagginning, on a white oak and gum,corner to G.W.Ely's land,and with Ely line S.E.to a rock in Park's line,corner to both parties,some 30 to 40 Poles,then with the same line south some 20 poles to a chestnut oak and dogwood on Astrop's land or line,Then E.with Astrop's to a burch' & Laurel,some 50 poles;then with Dolton's Gap branch with James Parson's line to a beech,near a ditch at the mouth of the branch that comes from James Parsons' spring mostly;then N.E. direction with same lime some 20 poles to a maple & beech,then N.W. some 15 poles to a beech at the road,then some 75 to 85 poles to the McCrady line;then S.W.direction with the McCrady line to the Beginning.

The said James M.Stuart & Emily (his daughter)covenant that they have the right to convey the said land to the grantee;that they have done no act to encumber the said land;that the grantee shall have quiet possession of the said land,free from all incumbrances,and that the said party of the first part will execute such further assuranc of the said land as may be requisite.

Witness the following signature and seal .

James M. Stewart (Seal).

Emily Stewart (Seal).

State of Virginia,

County of Lee,to-wit:

I V.H.Kelly a notary public for the county aforesaid,in the State of Virginia,do certify that James M.Stuart & Emily Stuart whomes names are signed to the withing writing,bearing date on the 1st day of August,1896,have acknowledged the same before me in my county aforesaid.

Given under my hand this 1st dayf of August,1896.

V. H. Kelly, N.P.

Exhibit "3"

Costs:

Clerk	$13.98
J. T. Hughes Shff.	.50
E. S. Stapleton "	5.50
C. R. Garrison C.C.C.	3.50
J. L. Lindsey D.S.	.50
Shff.	.50
W. A. L.	5.00
H. K. Hopkins Comm.	20.00
Same O.P.	5.00
Wits.	1.00
Atty	15.00
	$69.88

Taxed Nov. 2 1907

John P. Hughes Comm
vs } Bill & Exhibits
T. R. Astor et al

1905 2nd April Rules
Bill & exhibits filed
Sp. Sheriff's home Defts. executed as to
& cont'd as to non-resident for O.P.
" 1st " May Rules
D. R. confirmed & O.P. completed
Cause set for hearing.

John T.Hughs,Committee,.....Plff)
vs) In Chancery
)
V.R.Aistrop,et al.,.....Defts)

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining, your petitioner, Lon Aistropwould respectfully show unto your honor, that the V. R.Aistrop mentioned in the complainant's bill as a lunatic in the above styled cause is indebted to your petitioner in the sum of $276.00 for labor done and performed for the said V. R. Aistrop under a contract. Said labor having been performed during the yearsof 1904-5 respectively. Your petitioner will now show unto your honor that at the time of the sitting of Commissioner Hopkins for the purpose of taking an account in the above styled cause, that your petitioner ~~will~~ was in the State of Washington, and knew nothing of the said sitting of the said Commissioner. Your petitioner is informed and so alleges, that he is entitled to be heard upon said claim against the said V. R. Aistrop, lunatic, and the said J. T. Hughes committee. He therefore, prayes that the said V. R. Aistrop, Lunatic, Perry Aistrop, Charles Aistrop, Lon ~~Aistrop~~ Hughes Eunice Aistrop, Thomas F. Aistrop and Lucie Aistrop as aforesaid, and the said J. T. Hughes, Committee, be made parties defendants to this petition, and that they be required to answer the same, but need not do so on oath, that being waived; and that the said commissioner W. K. Hopkins set a time and place for the hearing of your petitioner's claim, and all such other claims as may be lawfully brought before him, and that said commissioner be required to make an additional and suplemental report to the report already filed by him in this cause, and that the proceeds of the sale directed in this cause at this term of the court by the said committee be held without distribution among the creditors of the estate of the said V. R. Aistrop until after your petitioner's claims has been heard, and the report of the said commissioner is made thereon; The proper process be ordered and all proper decrees be entered, and all other, further and general relief be granted unto your petitioner as in the premises may be just and right, and he will ever pray &c.

Orr & Noel.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your petitioner, Carrie Astropp, would respectfully show unto the court, that she is the wife of V. R. Astropp a resident lunatic of this county, that at the Second April Rules, 1905, John T. Hughes the duly qualified commistee of said Lunatic filed his petition on the Chancery side of your honor's court, for the purpose of subjecting the real estate of said lunatic to the payment of the debts of said lunatic, and said committe set forth in said petition a description of said real estate, and asked that a commissioner be appointed to ascertain first, whether V. R. Astrop was the owner of said lands, what indebtedness he owed, and if any, the amount thereof, and to whom due and owing; second, the rental value of said land, thirdh, its probable value, fourth, whether it would be advisable to sell or martgate the same, in order to procure money to pay his indebtedness, and fifth, and any other matter that might be deemed advisable or specially required by any one in interest. Reference is here made to said partition and it is asked that the same be read and treated as a part hereof.

Upon a hearing of said petition a decree was rendered directing W. K. Hopkins, as commissioner, to ascertain and report upon the said matter of enquiry and to further report what if any thing, will be necessary for the support and maintainance of said lunatic per annum. The said commissioner filed his report on the various matters referred to him, which said report was confirmed by an other decree entered in said cause, which report upon the last item of enquiry reads as follows: " On the fifth point of enquiry, that is what, if anything will be necessary for the support of said Astrop per annum, he finds from the proof before him, which is more or less vague and indefinite, it would be worth $100.00 per annum to support the said Astrop, and reference is here made to said report filed on the 9th day of September, 1905, in said cause, for a more particular description of the findings of said commissioner, and it is asked that said

report be read and considered as a part of this petition.

In another decree entered in said cause, 26th day of September 1905, E. W. Pennington was appointed as a special commissioner to sell the real estate, or so much thereof as might be necessary go pay the indebtedness of said V. R. Astrop, reported by commissioner Hopkins, but there was no provisiion made in said decree, or any other decree in said cause to sell or subject the estate, real or personal of said V. R. Aastrop for the support and maintainance of the said V. R. Astrop. The said Pennington, pursuant to the decree appointing him commissioner, proceeded on the 21st day of April, 1906, to sell and did sell the following described real estate of said Lunatic. First, the land mentioned and described in a deed of James M. Stuart and Emily Stuart, dated August, 1st, 1896, to said Astrop; Second, all the land lying west of a line 2 poles east of the center of the Dalton Gap Branch, and described in the deed of Jonathan Dalton and i wife to V. R. Astrop and dated Nov. 19th, 1878, and in the deed of N. G. Bailey, Lucinda Bailey, and Carr Bailey, to said Astrop, and dated October 15th 1879, which the said commissioner reported was sufficiant to pay the indebtedness of said Astrop reported by Commissioner Hopkins.

Your petitioner alleges that said V. R. Astrop is still the owner of a considerable part of ~~of~~ the land conveyed to him by N. G. Bailey, Lucinda Bailey and Carr Bailey, Jonathan Dalton and wife conveyed to him as aforesaid, and also of the land conveyed to him by France Zion and wife dated Oct. 2nd, 1881, and more particularly described in said petition and exhibits therewith.

Your petitioner further alleges that she has had the sole care and charge of the said V. R. Astrop, lunatic as aforesaid, and has supported and maintained him at her own expense and with her own labor and toil ever since he became insane, in August 1904, up to the present time, and will doubtless have to continue to do so

during his natural life, except the four months that he was confined in the Asylum at Marion, Virginia, from which he was returned as incurable. Your petitioner alleges that she has expended already in his care, support and maintainance at least $250.00 besides her labor, time and care, that she has expended allher means in her said care, support and maintainance of said lunitic, having sold her last horse and cow and nearly all of her bedding and bed clothes, to secure means for said support and maintainance and that she is now in a destitute condition on that account, that her said insane husband requires her entire time and attention and that it is impossible for her to make a support for herself and him by her own labor and exertion, that her said husband has sufficient real estate left to pay her the said sum she has already expended, and to support her and her insane husband in reasonable comfort for several years, and probably during their natural lives, if the same was sold and applied; the rents and profits of said real estate, will not amount to anything like enough to reimburse her and afford future support and maintainance for said lunatic; the most of said land being wild mountain land and only valuable for the timber thereon. She does not think, however, that it would be judicious to sell the dwelling house where they live, and the small plat of four or five acres of land surrounding the same, and she asks that the money raised from the realestate be placed in the hands of a receiver with direction to pay to your petitioner the said sum of $250.00, and to expend $100.00 per annum, if necessary, for the support of said V. R Astrop.

The prayer, therefore, of your petitioner, is that John Hughes, Committee for said lunatic, the heirs of said V. R. Astrop, the said V. R. Astrop, to wit: Thomas J. Astrop, Eunice Hedrick, Cora Music, Perry Astrop, Charles Astrop, Alonzo Astrop and John Astrop be made parties defendants to this petition, and required to answer the same, but not under oath, that being waived; that a guardian ad litem be appointed and answer for said V. R. Astrop, that Thos J. Astrop who has been absent for more than 8 years and not heard from be presumed to be dead, that upon a hearing your

petitioner recover judgment against the said John T. Hughes, Committee as aforesaid for the said sum of $250.00, and that the relief above prayed for be granted, together with all such other, further and general relief as may be suited to her case. And your petitioner will ever pray &c.

Orr & Neil - p.q.

Carrie Astrop

vs } Petition

John S Hughes et al.

1907 1st Feb Rules –
Bill filed, Sps. executed as to all the defts. except Thos. J. Astrop and Alonzo Astrop, & D.N. as to those served.

" 2nd Feb. Rules.
D.N. confirmed as to those served

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 35.

In the Circuit Court for the County of Lee, to-wit:

THE ANSWER OF V. R. Astop -

Lunatic ~~infant~~ under the ~~age of twenty-one years, by~~ M. H. Eely, guardian *ad litem*, assigned to defend him in this suit, to a bill of complaint exhibited against him and others in the circuit Court for the County of Lee, by and others.

The respondent , reserving to himself the benefit of all just exceptions to the said bill, for answer thereto, answering by said guardian *ad litem*, say that he is insane ~~infant~~ of ~~tender years,~~ and by reason of such disability is incapable of understanding, or of taking care of his rights and interests, he therefore commend the same to the protection of the court, and prays that no decree may be pronounced which will tend to his prejudice.

And having answered, the respondent pray to be hence dismissed with his reasonable costs, in this behalf expended; and he will ever pray, &c.

M. H. Eely, Guardian *ad litem*.

p. d.

County of Lee, } ss.

This day, M. H. Eely, whose name is signed to the foregoing answer, personally appeared before me, H. C. T. Ewing, Clerk and made oath that the statements made therein, so far as they depend upon his own knowledge, are true, and so far as they depend upon knowledge derived from others he believes them to be true.

Given under my hand, this 4th day of Feb. 1907.

H. C. T. Ewing, Clerk

Form No. 35.

V. R. Ostrop —

adv. } ANSWER OF ~~INFANT~~ Lunatic DEFENDANT.

Carie Ostrop et al —

Filed February 14, 1907
H. C. F. Ewing,
Clerk.

Ent. Fee $5.00

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 35.

In the Circuit Court for the County of Lee, to-wit:

THE ANSWER OF V. R. Astrop (Lunatic)

~~infant~~ ~~(under the age of twenty one years,~~ by M. S. Ely guardian *ad litem*, assigned to defend him in this suit, to a bill of complaint exhibited against him and others in the Circuit Court for the County of Lee, by John T. Hughes, Committee ~~and others~~.

The respondent, reserving to himself the benefit of all just exceptions to the said bill, for answer thereto, answering by said guardian *ad litem*, say that he is Insane ~~infant~~ of ~~tender years~~, and by reason of such disability is incapable of understanding, or of taking care of his rights and interests, he therefore commend the same to the protection of the court, and prays that no decree may be pronounced which will tend to his prejudice.

And having answered, the respondent pray to be hence dismissed with his reasonable costs, in this behalf expended; and he will ever pray, &c.

M. S. Ely Guardian *ad litem*.

, p. d.

County of Lee } ss.

This day, M. S. Ely, whose name is signed to the foregoing answer, personally appeared before me, H. C. L. Ewing Clerk and made oath that the statements made therein, so far as they depend upon his own knowledge, are true, and so far as they depend upon knowledge derived from others he believes them to be true.

Given under my hand, this 18th day of April 1905

J. C. L. Ewing, Clerk
By M. C. Hanary D. C.

Form No. 35.

V. R. Astrop

adv.

ANSWER
OF
~~Lunatic~~ ~~INFANT~~ DEFENDANT.

John L. Hughes, Committee

Filed 2nd Apr. R. 1905
N. C. T. Ewing, Clerk.
By W. E. Hanary D.C.

G. A. L. Fee $5.00

John T. Hughes, Committee.....Plaintiff.

Vs.

V. R. Astrop and others.....Defendants.

This cause came on this day to be heard upon the papers formerly read therein add the report of E. W. Pennington, and his deed filed therewith to P. R. Duff, and said report and deed not being excepted to, it is therefore adjudged, ordered and decreed that said report and deed to the said P. R. Duff for the lands described in said deed be and the same is hereby confirmed. And it is further ordered that the said P. R. Duff will pay to the said E. W. Pennington the sum of $5.00 for his services in making the afpresaid deed. And this cause is continued.

John T. Hughes

vs } Deed con-
veyed to P. R. Duff

V. R. Ashworth et al

Entered in C.O.B.
#8, page 526 etc

Entered this
Sept. 18 - 1909

H. A. W. Shum

John T. Hughes, Committee.....Plaintiff.

Vs.

V. R. Astrop and others.....Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the report of Commissioner E. W. Pen= nington, filed herein on the 14th day of September, 1907, show- ing that P. R. Duff, one of the purchasers of a portion of the land in the bill and proceedings mentioned, has fully paid the amount of the purchase money for which he bid off a portion of said land, and said report not being excepted to, it is therefore adjudged, ordered and decreed that E. W. Pennington, who is here- by appointed a Special Commissioner for the purpose will make and execute, with covenants of Special warranty a good and suf- ficient deed to the said P. R. Duff for the lands which he pur- chased in this cause, the meets and bounds whereof are shown in a survey and plat made by W. E. Thompson, the County Surveyor, and filed in this cause on the 7th day of December, 1908, and when he shall have made said deed, he will report his action to court, and until the making of said deed and filing his re- port therefor, this cause is passed.

John T. Hughes

vs } Decree apt. Comr. to make deed, &c.

W. R. Fishback et al

Entered in C.O.B. #8, page 511

Enter this Sept. 14, 1909
H C W Strauss

John T. Hughes, Committee.....Plaintiff.

Vs.

V. R. Astrop & others.....Defendants.

This cause came on this the 9th day of February, 1909, to be further heard upon the papers formerly read therein and the reports of E. W. Pennington, Commissioner, filed herein on this day showing that he has made to H. S. Turner a deed to the lands purchased by him in this cause and that of John T. Hughes, Committee, filed herein on the 8th day of February, 1908, showing ~~the~~ his receipts and disbursements in this cause, and was argued by counsel.

On consideration of all which and for reasons appearing to the court it is adjudged, ordered and decreed that the said two reports be and the same are hereby approved and confirmed, and also that the deed made by the said E. W. Pennington to the said H. S. Turner be and the same is hereby approved and confirmed. And the said H.S. Turner will pay to the said E. W. Pennington the sum of $5.00 for his services in making the deed agoresaid. And this cause is continued.

John F. Hughes Com.

vs } Decree

V. R. Astrofchal

Entered in C.O.B.
No 8, page 438

Enter this
Feb 9 1909
Helen W Sheehy

John T. Hughes,Com. Plaintiff,

Vs. Decree.

V. R. Astrop,et als. Defendants.

This cause came on this the 8th day of Dec.,1908,to be further heard upon the papers formerly read therein,and the report and deed of Commissioner E.W.Pennington,filed in this cause on the 7th day of Dec.,1908,and was argued by counsel.

And it appearing to the court that said report and deed are not excepted to,for reasons appearing to the court,it is adjudged,ordered and decreed that said report and deed be and the said are hereby confirmed;and said A.H.Ely and N.C.Ely will take and hold the lands mentioned and described in said deed free from all ~~xxxxxxxxxx~~ interest therein of any and all interest of the parties to this cause. And the said A.H.& N.C.Ely will pay to the said E.W.Pennington, the sum of five dollars for his services in making said deed to them. And this cause is contimued.

John T. Hughes Comr

vs } Decree

V. R. Ashcraft, et al

Entered in C.O.B.
#8, page 414.

Entered this
Dec. 8-1908
H. A. W. Sleeper

John T. Hughs, Complainant.

vs.

V. R. Astrop et als, Defendant.

This cause came on this the _____ day of May, 1908, to be further heard upon the papers formally ~~rendered~~ read herein, and the report of Commissioner, E. W. Pennington, and a statement filed with his report filed herein on the 4th day of May, 1908; and was argued by counsel.

On consideration whereof and for reasons appearing to the Court, and said report and statement not being excepted to it is therefore adjudged, ordered and decreed that said report and statement filed therewith be, and the same are hereby confirmed.

And it further appearing to the Court that said Pennington, has in his hands the sum of $76.00,

It is further adjudged, ordered and decreed that he pay the same to Carrie Astrop wife of said V. R. Astrop, as a credit upon her judgment which she obtained in this cause by a decree entered therein on the 19th day of February, 1907, taking a receipt for such payment

And itfurther appearing from said report that the said H. S. Turner has fully paid the purchase price of the lands bought by him in this cause, as shown by the report of the Commissioner, E. W. Pennington filed therein on May, 9, 1906, it is therefore further adjudged, ordered and decreed that E. W. Pennington, who is hereby appointed a special Commissioner for the purpose will make to the H. S. Turner a good and sufficient deed to the lands purchased by him in this cause with covenants of special warranty, and when he shall have made such deed, he will report his action to Court. And this cause id continued.

John T. Hughes Com

vs } Decree

V. R. Astrop et al

Entered in C.O.B.
8, page 368

Enter this May 4th 1908
H. A. W. Sloan
Judge

John T.Hughes,Committe,etc. Complainant,	
Vs.	In Chancery.
V.R.Astrop et al. Defendants.	

This cause came on again this the 16 day of September,1907, to be further heard upon the papers filed in this cause,and the report of Commissioner E.W.Pennington,filed herein on the 10th day of June,1907,which report shows the sale of the lands required of him to be made by an order herein dated the 19th day of February,1907,to P.R.Duff for the sum of $298.00,and also which shows the payment of $50.96 to John C.Noel attorney for said V.R.Astrop, as required by an order herein of May,20th,1907,and was argued by counsel.

On consideration of all which,and said report not being excepted to,it is hereby adjudged,ordered and decreed that said report of said Commissioner Pennington and the sale reported by him of the lands referred to in his said report ~~xx~~ to said P.R.Duff be and the same are hereby confirmed. And also the said payment of said $50.96 to said Noel be also approved and confirmed.

Said Commissioner,E.W.Pennington,will retain the sum of $14.90, out of the $99.33 paid him by said Duff, and will pay to those entitled any unpaid costs in this suit,and the residue he will pay to the said Carrie Astrop; and when said deferred payments on said land becomes due from said Duff,he will collect the same and pay them over to the said Carrie Astrop. Said Commissioner will report his action and payments to this court from time to time as may be necessary to show what disposition he has made of the moneys coming into hands herein. For all payments he will take receipts.

And this cause is continued.

John T. Hughes, Com. etc.

Vs. Decree Con. Sale

to P.R. Duff, etc.

V.R. Astrop, et al.

Entered in O.B. #8, page 309-

Enter this Sept., 10, 1907.

H. A. M. Smith

Judge.

JOHN T. HUGHES, COMMITTEE,.....PLAINTIFF.

VS.

V. R. ASTROP. et al.....DEFENDANT.

This cause came on this day to be further heard upon the papers formerly read therein and the report of commissioner, E. W. Pennington filed in said cause showing that A. H. & N. C. Ely, purchasers of a portion of the lands sold by him ~~was~~ has been fully paid and was argued by counsel.

On consideration of all which and for reasons appearing to the court, it is adjudged ordered and decreed that E. W. Pennington, who is hereby appointed a special commissioner for the purpose, will make a good and sufficient deed to said Ely~~s~~ for the lands purchased by them in this cause with covenants of special waranty; ~~and for his services in making such deed, said A. H. & N. C. Ely will pay said Pennington the sum of $5.00, and he will report his action to the court.~~ And this cause is continued.

John T. Hughes.

vs } Decree

V. R. Ashrap et al

Entered in C.O.B.
#8, page 301

Entered this
May 24 - 1907
H. A. W. Sluss

John P. Hughes, Committee ~~vorses~~, Complainants

Vs. In Chancery.

V. R. Astrop et al. Defendants

This cause came on this day to be heard upon the papers formerly read therein and the report of Commissioner E. W. Pennington this day filed showing his receipts and disbursements of the moneys which have come into his hands in this cause, and was argued by counsel.

On consideration of all which and for reasons appearing to the court and said report of said Pennington being unaccepted to, it is adjudged ordered and decreed that said report and the receipts and disbursements of said Pennington be and the same are hereby confirmed and said Pennington is hereby exhonerated from any further liability upon his bond heretofore given in this cause as such commissioner. And it is further adjudged and decreed that the sum of $50.96 which his said report shows that he still has in hands of the money belonging to the said V. R. Astrop be paid to John C. Noel, attorney for said Astrop taking his receipt for the same. And this cause is continued.

John S. Hughes

vs } Decree

W. R. Astrap et al

Entered in C.O.B. #
8, page 278.

Entered this
May 20th 1907
H. A. W. Sloan

John T. Hughes, Committee &c. Plaintiff.

vs. In Chancery

V. R. Astrop, et al, Defendants.

"""""""""""""""""""""""""""""""""""""

This cause came on again to be heard upon the papers formerly read in the cause, and the petition of Carrie Astrop filed in the cause at the first February Rules, 1907, the process duly executed on the adult defendants, except Thomas J. Astrop who is a non-resident of the State of Virginia, the answer of V. R. Astrop, Lunatic, by his guardian ad litem, and replications to said answer, the cause regularly matured at rules on said petition, and ~~was~~ set for hearing by the petitioner, and was argued by counsel. And it appearing to the court from the allegations of said petition that the said Thomas J. Astrop has been absent from the County for more than eight years, and not heard from, it is presumed that he is dead.

On consideration thereof, it is adjudged, ordered and decreed that the petitioner, Carrie Astrop recover from the defendant John T. Hughes, committee of V. R. Astrop, lunatic, the sum of $250.00 with interest thereon from this date until paid, and the costs of this petition. And it is further adjudged, ordered and decreed that E. W Pennington, who is appointed a commissioner for the purpose, proceed to sell at the front door of the court house of this county, the residue of the real estate owned by the said V. R. Astrop, in said petition mentioned, except a small lot of four or five acres of land on which is situated the dwelling house of the said V. R. Astrop, the same being the residue of the land conveyed to the said V. R. Astrop by N. G. Bailey, Lucinda Bailey, and Carr Bailey, and Jonathan Dolton and wife; and also the land conveyed to him by France Zion and wife. Said commissioner will make said sale at the front door of the court-house of this county on a credit of one and two years time except one-third thereof, which will be required to be paid in hand, and for the residue he will take notes from the purchaser with good securety, bearing interest from the date of sale, and will advertise the said

sale for at least thirty days by written advertisments posted at the said court-house door and in the vicinity of said land, and before selling he will execute bond before the clerk of this court in the penalty of $100.00 conditioned according to law. And it apperaing to the court, that there are no funds in the hands of the said Hughes, committee as aforesaid, out of which to pay the above recovery against him, it is further adjudged, ordered and decreed that said Commissioner Pennington, out of the first money realized by him from the sale of said real estate pay to the said Carrie Astrop Archer attorneys, Orr & Noel, the sum of $250.00 with interest thereon, together with the cost of this petition; and that he after said payment pay to the said Carrie Astrop, or her attorneys, the sum of $100.00 per annum for the support and maintainance of said V. R Astrop, Lunatic as aforesaid, the first day of February, 1907, and continue until the date of the said V. R. Astro's death, should there be a sum that will come into the hands of the said Commissioner from the sale of the said real estate, sufficient to make the said expenditure. Said Commissioner Pennington will report his action hereunder from time to time to the court, And the cause is continued.

John T. Hughes Com'rs.
vs } Decree on Petition
V. R. Asbury et al.

Entered in C.O.B.
#8, page 262 re-

Enter this decree.
H. O. W. Sim

Feb 17, 1907.

John T. Hughes Commissioner

vs

V.R. Astrop et al

This cause came on again this day to be heard upon the papers formerly read therein, and the report of said John T Hughes of the sale of the engine , boiler and etc., to W.W. Pennington and filed herein on the 9th day of May, 1906; and the report of sale of the saw-mill mentioned in said cause to H.S. Parsons, and likewise filed herein on the 9th day of May, 1906; and the report of commissioner E.W. Pennington of the sale of one tract of land to H.S. Turner , and another tract to A.H. Ely, and which report is filed on May, the 9th, 1906, and was argued by counsel. On consideration of all which and for reasons appearing to the court it is adjudged , ordered and decreed that the report of said Hughes of the sale of the engine, boiler and their attachments to said W.W. Pennington be and the same is hereby confirmed. And it is further adjudged, ordered and decreed that the sale of said Hughes of the saw-mill mentioned in his said report to H.S. Parsons be and the same is hereby confirmed to said Parsons. And it is further adjudged, ordered and decreed that the said report and sale made by the said E.W. Pennington be and the same are hereby confirmed ; and that the said H.S. Turner take and hold the tract in fee-simple bought by him and mentioned in said E.W. Pennington's report as the land conveyed by James M. Stewart and Emily Stewart by deed dated on the 1st day of August, 1896; and that A.H. Ely take and hold the tract of land bought by him and mentioned in said Pennington's report and conveyed by Jonathan Dalton and wife to V.R. Astrop by deed dated on the 19th day of November, 1878. And it is further adjudged, ordered and decreed that the said H.S. Turner the purchaser of the first decribed tract of land in said Pennington's report , may at any time he so desires have a writ of possession issued by the clerk of this court directed to the sheriff of this county against Charles Astrop who is now in the possession of the same.

And that said A. H. Ely may likewise have a writ of possession directed to the sheriff of this county to deliver to him the possession of the second tract of land mentioned in said Pennington's report.

It is further adjudged, ordered and decreed that the said John T. Hughes, will pay and turn over to the said E. W. Pennington all the money which he has paid to him, or hereafter collects on the purchase price of the engine, boiler and saw-mill mentioned in his report.

It is further adjudged, ordered and decreed that the said E. W. Pennington, will at any time the said H.S. Turner and A. H. Ely desire to pay anything upon the purchase price of the lands purchased by them in this cause, he will receive the same, and will disburse the same together with the money which he has already received in this cause, and also the money which said Hughes may pay him, to those entitled as shown by a decree entered in this cause on the 26th day of September, 1905, paying however first the costs in this cause . If said Turner and Ely has not previously paid the amount of the purchase price of the lands which they have purchased herein, when the same becomes due he will proceed to collect the same according to law. Of all said Pennington's receipts and disburses, he will report his action to the court. And this cause is continued.

John T. Hughes

vs } Deed confirming Sales &c

W. R. Astrop et al

Entered in C.D.B.
#8. page 162 etc

Enter this
May 22-1906
H. A. W. Sloan

John T. Hughes Com. Pltff
vs.
V. R. Astrap et al } Sur Lehmann

This cause came on again this day to be heard upon the papers formerly read ~~upon~~ in this cause, and the report of John T. Hughes this day filed, showing the sale of the saw-mill, engine & boiler mentioned in said report, and was argued by counsel: On consideration of all which and for reasons appearing to the court it is ordered that said report be not confirmed And thereupon it is further adjudged, ordered and decreed that said John T. Hughes ~~[illegible]~~ recall again sell said property referred to in said report in the same terms and in the same manner and after ~~the~~ or like advertisement and he will report his action to court and this cause is continued.

John T. Hughes Case

vs. } Decree

T. R. Astrap et al

Entered in C.D.B.
No. 8 page 114 etc.

Entered this
Dec. 19th 1905
H. A. W. Sleeper

John T. Hughes, Committee, etc. Complnt.

vs. In Chancery.

V. R. Astrop, et als. Defts.

This cause came on again this day to be heard upon the papers formerly read therein, and the report of Commissioner W.M.Hopkins, filed xx in said cause, on the 9th day of September, 1905, and was argued by counsel: On consideration of all which, and for reasons appearing to the court, it is ordered, adjudged and decreed that said report be and the same is hereby confirmed, (the same not being excepted to) And, thereupon, the Geiser Manufacturing Co., recover from the said John T.Hughes, Committee of said V.R.Astrop, the sum of $200.00, with interest thereon from the 15th day of March, 1904, till paid, and which sum xx shall be a first lien upon the engine, boiler, etc., mentioned in said Hopkins' report; that W.F.M.Stewart recover from the said Hughes, committe, etc., the sum of $200.00, with interest thereon from the 3rd day of Sept., 1904 till paid, subject to a credit of $100.00, as of the 15th day of Nov., 1904, which sum is decreed to be a first lien upon th saw-mill, and outfit mentioned in said Hopkins' report; that E.F.Zion recover from said Hughes, in his said representative capacity, the sum of $11.15, with interest thereon from the 4th day of Jan., 1902, till paid; that A.G.Hyatt, cashier of the Pennington Gap Bank, recover from the said Hughes, as commitee of the said V.R.Astrop, the sum of $60.55, with interest thereon from the 2nd day of Jan. 5 1904, till paid; that A.J. & J.S.Cox recover from the said Hughes, committee of the said V.R.Astrop, the sum of $22.08, with interest thereon from the 2nd day of January, 1902, till paid; that A.J.Cox recover from the said Hughes, committee of the said V.R.Astrop, the sum of $100.00, with interest thereon from the 6th day of September, 1904, till paid; that John M.Smyth Jr., recover from the said Hughes, as committee of the said V.R.Astrop, the sum of $235.00, with interest thereon from the 3rd day of March, 1904, till paid; that R.J.Wood & Sons recover from the said Hughes, committee of the said V.R.Astrop, the sum of $11.60 with interest from the 1st day of Nov., 1904, till paid; that J.F.Witt, recover from the said Hughes

as committee of the said V.R.Astrop,the sum of $52.49,with interest thereon from the 1st day of Jna.,1905,till paid;that S.H.Parsons, recover from the said Hughes,as committee of the said V.R.Astrop, the sum of $18.15,with interest thereon from the 1st day of February,1905,till paid;that the Pennington Lumber Company recover from the said Hughes,committee of the said V.R.Astrop,the sum of $1.70,with interest from the 20th day of Sept.,1905,till paid;that J.J.Yeary,et als,recover from the said Hughes,committee of the said V.R.Astrop,the sum of $15.50,with interest thereon from the 20th day of Sept.,1905,till paid;and that Dr.J.H.Morgan recover from the said Hughes,as committee of the said V.R.Astrop,the sum of $7.50, with interest thereon from the 20th day of Sept.,1905,till paid.

And it is further adjudged,ordered and decreed that unless the said V.R.Astrop,or the said Hughes,as said committee of the said V. R.Astrop,or some one for them pay the said several recoveries,within 30 days from thsi date,then the said Hughes,as committee of the said V.R.Astrop,will after advertising for 15 days the time,terms and place of sale posted by written or printed notices,at as many as three public places,in said county of Lee,one of which shall be posted at the front door of the court,-house of this county,one at the post office in Pennington Gap,and one in the neighborhood of said V.R. Astrop,and at such other places as he may deem proper,offer for sale,at public auction, on a credit of six and twelve months time,except a sum sufficient to pay the costs of this suit and commissions of sale,which he will require to be paid down,the engine,boiler,and sawmill,and their respect-ive attachments;taking from the purchaser,a note with good surety payable to himself,with interest from date of sale,and retaining the title to the property so sold,until paid for.Said Hughes is hereby authorized to make said sale,at any place he may deem proper,and in such qunatities as he may deem proper. When said deferred payments become due,he will collect the same,and pay it out to those entitled

And if said engine, boiler, and saw-mill and their attachments do not bring a sum sufficient to pay said several recoveries, then E.W. Pennington, who is hereby appointed a special commissioner for the purpose, will after advertising the time, terms and place of sale, for 30 days, by written or printed notices posted at as many as three public places in said county, at public auction, at such time as he may fix, offer for sale on credit of one and two years time, so much of the real estate of the said V.R. Astrop, as will be necessary to pay the residue of said recoveries and the costs of this suit, after the application of the sales to be made by the said Hughes, of said engine, boiler, , saw-mill etc., xxxxxxxxxxx He will require the purchaser to pay down, the commissions of sale, and for the residue, he will take notes payable to himself as such commissioner, bearing interest from date of sale; and when such payments shall become due, he will collect the same and pay it out to those entitled. And he will, as well as said Hughes, will report their action to court. ~~xxxxxxxxxx

John P. Hughes Com

vs } Trespass
No. 2

V. R. Astrofstad

Entered in C.O.B. 8
page 83.

Entered this
Sept. 26th 1905
H. Clerk, Skam

and further the said V. R. Astrofstad is indebted to any other person than those already reported, before judgment and the issue of execution for said his action to recover for the manufacture and sale of the machine in part, and of this cause to be continued.

John T. Hughes, Committe, etc. Plaintiff.

Vs. In Chancery.

V. R. Astopr, et als. Defendants.

This cause came on this day to be heard upon the petition of the plaintiff, and exhibits filed therewith, and the answer of said V.R.Asprop, (lunatic) by M.G.Ely his guardian adlitem, and general replication thereto, and was argued by counsel: And it appearing to the court that process upon V.R.Astrop, Carrie Astrop, Unice Hedrick, Cora Music, Perry Astrop, Charles Astrop, Alonzo Astrop, and John Astrop has been served more than fifteen days before the first day of this term of the court, and that an order of publication has been duly posted and published as the law requires as to the defendant, Thomas J.Astrop; and it appearing that none of said defendants, except said V.R.Astrop, hve appeared in this cause, on motion of said plaintiff by his counsel said petition is taken for confessed, except as to said V.R.Astrop. On consideration of all which, and for reasons appearing to the court, it is adjudged, ordered and decreed that W.K. Hopkins, one of the commissioners in chancery of this court, after giving said resident defendants ten days notice of the time, and place of his sitting, and after advertising the time, and place of his sitting by posting the same for ten days, will ascertain and with all convenient speed ascertain and report, as follows:

(1) What personal estate if any the said V.R.Astrop owns, and whether there is a sufficiency to pay the debts of said Astrop;

(2) What effects, if any whent into the hands of the said John T. Hughes as committee of the said V.R.Astrop;

(3) What real estate, if any the said V.R.Astrop ownes, its situation and rental value;

(4, What debts, if any, the said V.R.Astrop owes, to whom, when due and and what priorities if any there exists;

(5,. What if any thing will be necessary for the support and maintainance of said Astrop per annum; and

(6) He will ascertain and report upon any other matter deemed pertinent by himself or specially required by any person in interest.

~~And the Writ~~ And this cause is continued.

John T. Hughes Adm

vs } Decree No. 1

V. R. Astrofs et al

Entered in O.B. No-8-p 38

Entered this May 16th 1905

H. A. W. Green

Virginia,

At a Circuit Court continued and held for Lee County at the Court-house thereof, on Tuesday the 26th day of September, 1905.

John T. Hughes, Committee, etc. Compalinant,

Vs. In Chancery.

V. R. Astrop, et als. Defendants.

This cause came on again this day to be yeard upon the papers formerly read therein, and the report of Commissioner W. K. Hopkins, filed in said cause, on the 9th day of September, 1905; and was argued by counsel:

On consideration of all which, and for reasons appearing to the court, it is ordered, adjudged and decreed that said report be and the same is hereby confirmed, (the same being excepted to). And , therefrom the Geiser Manufacturing Co., recover from the said John. T. Hughes, Committee of said V. R. Astrop, the sum of $200.00, with interest thereon from the 15th day of March, 1904, till paid, and which sum shall be a first lien upon the engine, boiler, etc., mentioned in said Hopkins' report; that W. P. M. Stewart recover from the said Hughes, Committee, etc., the sum of $200.00, with interest thereon from the 3rd day of Sept. 1904, till paid, subject to a credit of $100.00, as of the 15th day of Nov. 1904, which sum is decreed to be a first lien upon the saw-mill, and out-fit mentioned in said Hopkin's report; that E. F. Zion recover from said Hughes, in his said representative capacity, the sum of $11.15, with interest thereonfrom the 4th day of Jan. 1902, till paid; that A. M. Hyatt, cashier of the Pennington Gap Bank, recover from the said Hughes, as Committee of the said V. R. Astrop, the sum of $69.55, with interest thereon from the 2nd day of Jan. 1905, till paid; that A. J. &. J. S. Cox recover from the said Hughes, Committee of the said V. R. Astrop, the sum of $22.08, with interest thereon from the 2nd day of Jan. 1902, till paid; that A. J. Cox recover from the said Hughes Committee of the said V. R. Astrop the sum of $100.00 with interest thereon from the 6th day of September, 1904 till paid; that John M. Smyth Jr., recover from the said Hughes as Committee of the said V.

R. Astrop, the sum of $225.00, with interest thereon from the 3rd day of March, 1904, till paid; that R. J. Wood & Sons recover from the said Hughes, Committee of the said V. R. Astrop, the sum of $11.60, with interest fromthe 1st day of Nov. 1904, till paid; that J. F. Witt, recover fromthe said Hughes as Committee of the said V. R. Astrop, the sum of $52.49, with interest thereon from the 1st day of Jan. 1905, till paid; that S. H. Parsons, recover from the said Hughes, Committee of the said V. R. Astrop, the sum of $15.15 with interest thereon from the 1st day of February, 1905, till paid that the Pennington Lumber Company recover from the said Hughes, Committee of the said V. R. Astrop, the sum of $1.70, with interest thereon, from the 20th day of Sept. 1905, till paid; that J. J. Yeary etals, recover from the said Hughes, Committee of the said V. R. Astrop, the sum of $15.30, with interest thereon from the 20th of Sept. 1905, till paid; and that Dr. J. H. Morgan, recover from the said Hughes, as Committee of the said V. R. Astrop, the sum of $7.50 with interest thereon from the 20th day of Sept. 1905, till paid and it is fruther adjudged, ordered and decreed that unless the said V. R. Astrop or the said Hughes as said Committee of the said V. R. Astrop or some one for them ay the said several recoveries within 30 days from this date, then the said Hghes as Committtee of the said V. R. Astrop, will after advertising for 15 days, the time, terms and place of sale posted by written or printed notices at as many as three public places, in said County of Lee, one of which shall be posted at the front door of the Court-house of the County one at the post-office in Pennington Gap, and one in the neighborhood of said V. R. Astrop, and at such other places as he may deem proper, offer for sale, at public auction, on a credit of six and twelve months time, except a sum ~~of~~ sufficient to pay the costs of this suit, and Commissions of sale, which he will require to be paid down, the engine, boiler, and saw-mill, and their respective attachments; taking from the purchaser a note with good surety payable to himself with interest from date of sale, and retaining the title

to the property so sold, until paid for said Hughes is hereby authorized to make said sale, at any place he may deem proper, and in such quantities as he may deem proper. When said deferred payments become due, he will collect the same, and pay it to those entitled.

And if said engine, boiler and saw-mill and their attachments, do not bring a sum sufficient to pay said several recoveries, then E. W. Bennington, who is hereby appointed a special Commissioner for the purpose, will after advertising the time, terms and place of sale, for 30 days by writtenor printed notices, posted at as many as three public places in said County, at public auction, at such time as he may fix, offer for sale on a credit of one and two years time, so much of the real estate, of the said V. R. Astrop, as will be necessary to pay the residue of said recoveries and the costs of this suit, after the application of the sales to be made by the said Hughes, of said engine, boiler, saw-mill, etc., He will require the purchaser to pay down the commissions of sale, and for the residue, he will take notes payable to himself, as such Commissioner, bearing interest from date of sale; and when such payments shall become due he will collect the same, and pay it out to those entitled. And he will, as well as s aid Hughes, will report their action to court. But before said Pennington shall perform the duties ~~of~~ herein imposed, he will execute before the Clerk of this Court a bond with good security in a penalty of $700.00, conditinned to faithfully account for all monies received by him as such commissioner. On motion of Lee Astrop. leave was granted him this day to file his petition in the cause, and thereupon W. K. Hopkins one of the Commissioners in this cause will after giving the said plaintiff and the resident defendants five days' notice and by posting notice at the post-office at Pennington Gap of the time and pa place of his sitting, will proceed to ascertain whether the said V. R. Astrop is indebted to said petitioner, and whether the said V. R. Astrop is indebted to any other person than already reported upon heretofore; and he will report his action to Court, and the evidence upon which he makes his report. And this cause is continued

Continued.

A Copy-Teste: H. C. T. Ewing,
Clerk.

Jno. T. Hughes com
vs. Dieree
V. R. Astrop et als.

Copy

E. N. Pennington

Clerk $1.05

Costs in the suit of John T. Hughes Committee vs. V. R. Astrop, et al:-

E. S. Stapleton, Sheriff	$5.50
J. T. Hughes, D. Sheriff	$0.50
E. R. Garrison, S.L.C.	$3.50
J. L. Lindsy, D.S.	$0.50
Sheriff	$0.50
M. G. Ely, G.A.L.	$5.00
W.K.Hopkins, Comr.& Printing O.P.	$25.00
John Edens, Witness	$0.50
G.W.Ely, Witness	$0.50
H.C.T.Ewing Clerk	$13.38
Total Amt. of Costs	$54.88
Attorney	$15.00
Total	$69.88.

COMMONWEALTH of Va.

vs. (For Lunacy

V. R. Aistrop.

The costs incurred in this case against the said Aistrop are as follows:-

To J. J. Yeary Esq. for issuing the papers and investigating the case $1.00

To E. R. Garrison, Const. for summoning four witnesses and serving process on defendant! $1.30

To J. M. Morgan; M.D. $2.50

To A. J. Stewart, M.D. $2.50

To J. M. Stewart, Witness, $0.50

To John Edans, Witness $0.50

To J. J. Yeary, for two days in conveying the said Aistrop to the asylum at Marion Va..... $5.00

To J. J. Yeary for expenses $2.00

$15.30

J. J. Yeary, J. P.

This is to certify that J. J. Yeary came before me on the 24th day of June, 1905, and made oath that the within account is correct so far as he knows and is unpaid.

W. K. Hopkins, Comr. in Chanc'y.

A Copy-Teste- J. H. C. T. Ewing, Clerk.

VIRGINIA,

At a Circuit Court continued and held for Lee County at the Court-house thereof, on Tuesday the 16th day of May, 1905.

John T. Hughes, Committee &c. Plff.

vs. In Chancery

V. R. Astrop et al Defts.

This cause came on this day to be heard upon the petition of the plaintiff and exhibits filed therewith and the answer of said V. R. Astrop, (lunatic) by M. G. Ely, his guardian ad litem, and general replication thereto, and was argued by counsel: And it appearing to the Court that process upon V. R. Astrop, Carrie Astrop, Unice Headrick, Cora Music, Perry Astrop, Charles Astrop, Alonzo Astrop, and John Astrop, has been served more than fifteen days before the first day of this term of the Court and that an order of publication has been duly posted and published as the law requires as to the defendant, Thomas J. Astrop; and it appearing that none of said defendants except said, V. R. Astrop, have appeared in this cause, on motion of said plaintiff, by his counsel, said petition is taken for confessed, except as to said V. R. Astrop. On consideration of all which, and for reasons appearing to the Court that W. K. Hopkins, one of the Commissioners in Chancery of this Court after giving said resident defendants ten days notice of the time and place of his sitting and after advertising the time and place of his sitting by posting the same for ten days, will ascertain and with all convenient speed ascertain and report as follows:

(1) What personal estate, if any, the said V. R. Astrop owns, and whether there is a sufficiency to pay the debts of said Astrop;

(2) What effects, if any, went into the hands of the said John T. Hughes, as Committee of the said V. R. Astrop;

(3) What real estate, if any, the said V. R. Astrop owns, its situation and rental value;

(4) What debts, if any, the said V. R. Astrop owes to whom,

when due and what priorities, if any, there exists;

(5) What if anything will be necessary, for the support and maintainance of said Astrop per annum; and

(6) He will ascertain and report, upon any other matter deemed pertiment by himself or specially required by any persons in interest.

And this cause is continued.

A Copy-Teste: H. G. Ewing Clerk.

Jno. T. Hughes Com.

vs. Decree

V. R. Astrofs et al

Copy

Elected by 29
Polling places
as follows to
W. K. Hopkins
and Dunn
D. C.

Clerk 45¢

Virginia,

At a Circuit Court continued and held for Lee County at the Court-house thereof, on Tuesday the 26th day of September, 1905.

John T. Hughes, Committee, etc. Compalinant,

Vs. In Chancery.

V. R. Astrop, et als. Defendants.

This cause came on again this day to be yeard upon the papers formerly read therein, and the report of Commissioner W. K. Hopkins, filed in said cause, on the 9th day of September, 1905; and was argued by counsel:

On consideration of all which, and for reasons appearing to the court, it is ordered, adjudged and decreed that said report be and the same is hereby confirmed, (the same being excepted to). And , therefrom the Geiser Manufacturing Co., recover from the said John. T. Hughes, Committee of said V. R. Astrop, the sum of $200.00, with interest thereon from the 15th day of March, 1904, till paid, and which sum shall be a first lien upon the engine, boiler, etc., mentioned in said Hopkins' report; that W. P. M. Stewart recover from the said Hughes, Committee, etc., the sum of $200.00, with interest thereon from the 3rd day of Sept. 1904, till paid, subject to a credit of $100.00, as of the 15th day of Nov. 1904, which sum is decreed to be a first lien upon the saw-mill, and out-fit mentioned in said Hopkin's report; that E. F. Zion recover from said Hughes, in his said representative capacity, the sum of $11.15, with interest thereonfrom the 4th day of Jan. 1902, till paid; that A. N. Hyatt, cashier of the Pennington Gap Bank, recover from the said Hughes, as Committee of the said V. R. Astrop, the sum of $69.55, with interest thereon from the 2nd day of Jan. 1905, till paid; that A. J. &. J. S. Cox recover from the said Hughes, Committee of the said V. R. Astrop, the sum of $22.08, with interest thereon from the 2nd day of Jan. 1902, till paid; that A. J. Cox recover from the said Hughes Committee of the said V. R. Astrop the sum of $100.00 with interest thereon from the 6th day of September, 1904 till paid; that John M. Smyth Jr., recover from the said Hughes as Committee of the said V.

R. Astrop, the sum of $225.00, with interest thereon from the 3rd day of March, 1904, till paid; that R. J. Wood & sons recover from the said Hughes Committee of the said V. R. Astrop, the sum of $11.60 with interest from the 1st day of Nov. 1904, till paid; that J. F. Witt, recover from the said Hughes as Committee of the said V. R. Astrop, the sum of $52.49, with interest thereon from the 1st day of Jan. 1905, till paid; that S. H. Parsons, recover from the said Hughes, as Committee of the said V. R. Astrop, the sum of $15.15 with interest thereon from the 1st day of February, 1905, till paid; that the Pennington Lumber Company recover from the said Hughes, Committee of the said V. R. Astrop the sum of $1.70, with interest thereon from the 20th day of Sept. 1905, till paid; that J. J. Yeary et als, recover from the said Hughes, Committee of the said V. R. Astrop, the sum of $15.30, with interest thereon from the 20th day of Sept. 1905, till paid; and that Dr. J. H. Morgan, recover from the said Hughes, as Committee of the said V. R. Astrop the sum of $7.50 with interest thereon from the 20th day of Sept. 1905, till paid and it is further adjudged, ordered and decreed that unless the said V. R. Astrop, or the said Hughes as said Committee of the said V. R. Astrop or some one for them pay the said several recoveries within 30 days from this date, then the said Hughes as Committee of the said V. R. Astrop, will after advertising for 15 days, the time, terms and place of sale posted by written or printed notices at as many as three public places, in said County of Lee, one of which shall be posted at the fromt door of the court-house of the county one at the post-office in Pennington Gap, and one in the neighborhood of said V. R. Astrop, and at such other places as he may deem proper, offer for sale, at public auction, on a credit of six and twelve months time, except a sum sufficient to pay the costs of this suit, and Commissions of sale, which he will require to be paid down, the engine, boiler, and saw-mill, and their respective attachments; taking from the purchaser a note with good surety payable to himself with interest from date of sale, and retaining the title

to the property so sold, until paid for said Hughes is hereby authorized to make said sale, at any place he may deem proper, and in such quantities as he may deem proper. When said deferred payments become due, he will collect the same, and pay it to those entitled.

And if said engine, boiler and saw-mill and their attachments, do not bring a sum sufficient to pay said several recoveries, then E. W. Pennington, who is hereby appointed a special Commissioner for the purpose, will after advertising the time, terms and place of sale, for 30 days by writtenor printed notices, posted at as many as three public places in said County, at public auction, at such time as he may fix, offer for sale on a credit of one and two years time, so much of the real estate, of the said V. R. Astrop, as will be necessary to pay the residue of said recoveries and the costs of this suit, after the application of the sales to be made by the said Hughes, of said engine, boiler, saw-mill, etc., He will require the purchaser to pay down the commissions of sale, and for the residue, he will take notes payable to himself, as such Commissioner, bearing interest from date of sale; and whnn duch payments shall become due he will collect the same, and pay it out to those entitled. And he will, as well as s aid Hughes, will report their action to court. But before said Pennington shall perform the duties ~~of~~ herein imposed, he will execute before the Clerk of this Court a bond with good security in a penalty of $700.00, conditinned to faithfully account for all monies received by him as such commissioner. On motion of Lee Astrop, leave was granted him this day to file his petition in the cause, and thereupon W. K. Hopkins one of the Commissioners in this cause will after giving the said plaintiff and the resident defendants five days' notice and by post ing notice at the post-office at Pennington Gap of the time and pa place of his sitting, will proceed to ascertain whether the said V. R. Astrop is indebted to said petitioner, and whether the said V. R. Astrop is indebted to any other person than already reported upon heretofore; and he will report his action to Court, and the evidence upon which he makes his report. And this cause is

Continued.

A Copy-Teste: H. C. T. Ewing
Clerk.

Jno. T. Hughes Com.
vs. Decree
V. R. Astrop et als

Copy

Executed by delivering a true copy of the within decree to

Clerk $1.05.

---4---

A COPY-Teste: _____

Clerk.

Court House.

VIRGINIA,

At a Circuit Court continued and held for Lee County at the Court-house thereof, on Tuesday the 16th day of May, 1905.

John T. Hughes, Committee &c. Plff.

vs. In Chancery

V. R. Astrop et al Defts.

This cause came on this day to be heard upon the petition of the plaintiff and exhibits filed therewith and the answer of said V. R. Astrop, (lunatic) by M. G. Ely, his guardian ad litem, and general replication thereto, and was argued by counsel: And it appearing to the Court that process upon V. R. Astrop, Carrie Astrop, Unice Headrick, Cora Music, Perry Astrop, Charles Astrop, Alonzo Astrop, and John Astrop, has been served more than fifteen days before the first day of this term of the Court and that an order of publication has been duly posted and published as the law requires as to the defendant, Thomas J. Astrop; and it appearing that none of said defendants except said, V. R. Astrop, have appeared in this cause, on motion of said plaintiff, by his counsel, said petition is taken for confessed, except as to said V, R. Astrop. On consideration of all which, and for reasons appearing to the Court that W. K. Hopkins, one of the Commissioners in Chancery of this Court after giving said resident defendants ten days notice of the time and place of his sitting and after advertising the time and place of his sitting by posting the same for ten days, will ascertain and with all convenient speed ascertain and report as follows:

(1) What personal estate, if any, the said V. R. Astrop owns, and whether there is a sufficiency to pay the debts of said Astrop;

(2) What effects, if any, went into the hands of the said John T. Hughes, as Committee of the said V. R. Astrop;

(3) What real estate, if any, the said V. R. Astrop owns, its situation and rental value;

(4) What debts, if any, the said V. R. Astrop owes to whom,

when due and what priorities, if any, there exists;

(5) What if anything will be necessary, for the support and maintainance of said Astrop per annum; and

(6) He will ascertain and report, upon any other matter deemed pertinent by himself or specially required by any persons in interest.

And this cause is continued.

A Copy-Teste: H. C. T. Ewing Clerk.

W. K. Hopkins

Jno. T. Hughes Com.
vs. Decree
V. R. Astrop et al

W. K. Hopkins

Clerk 45¢

Copy

John T. Hughes, Committee &c. Plaintiff

vs.) In Chancery

V. R. Aistrop et al Defendants

The depositions of Chas. Aistrop & others and otherstaken before me W. K. Hopkins a commissioner in Chancery at my office in Pennington Gap, Virginia, on the I0th/ day of July, I905, pursuant to a former decree of the court rendered in the above styled cause on the I6th. day of May, I905 and the notices hereto appended, to be read as evidence upon the trial of said cause which is now pending in the Circuit Court of Lee County; in which JOHN T. HUGHES, Committee, is Plaintiff and V. R. Aistrop and others are Defendants.

Charles Aistrop, after first being duely sworn deposes and says:

Q---What is your name age tesidence and ocupation and what relation, if any; to V. R. Aistrop.

A---My name is Charles Aistrop, I am 27 years old ,am a laborer reside at Dryden Va. and am a son of V. R. AIstrop.

Q ---Please state if you know, what personal estate your father, V. R. Aistrop owns.

A---He owns a sawmill oytfit, including including the carriage boiler and engine which cost him something over $600.00, this allthe personal property that I know of that he owns.

Q---Do you know what effects of your fathers went into the hands of John T. Hughes as Committee of V. R. AIstrop?

A---Yes. I think about $I5.00

And further this deponent saieth not. Chas his x mark Aistrop

The further taking of these Depositions is hereby continued until Monday, July I7th. I905 at the same place, This July, I0th. I905.

W. K. Hopkins
Commissioner

The taking of these depositions resumed Monday, July I7th. I905 At the office of the undersigned commissiner:

John Edens, another witness after being duely sworn deposes and says:

Q--- What is your age and residence:
A---- I am 58 Years old and live on Dry Branch in this county and in about one fourth mile of V. R. Aistrop.

Q---Please state , if you know , what personal property V . R. Aistrop owns.

A---He has at this time i think, a saw Mill outfit consisting of a boiler engine and saw carriage &c. which from what i can learn ought to be worth about four to five hundred dollars and a cow and one gray Haire, worth about $I00. 00, this all the personal property I know of at this time , Except a few farming tools and his household and kitchen furniture. I believe he has some Tanners Tools also , but I don't know what they are worth. He has a two horse wagon worth about twenty to twenty -five dollars.

Q---Please state , if you Know, what reak estate V. R. AIstrop owns , where situated and what itss rental value is per Year.

A---He owns about ~~xx~~ I50 acres of land situated in this county, on what is known as Timathy Daltons Branch and partly in yocum and partly in The rocky Station Magisterial Districts, as to the rental value of this property, that is a hardquestion, the land is thin and not much fencing around it , is growed up considerably ~~xxx~~ in Bushes and Briars and would not rent for but little, I canot see more than $35.00 per year in the whole thing, leaving the houseand lot out where Mr. And Mrs. Aistrop Lives, I dont thinnk it would rent for more than ten Dollars a year.

Q---What do you think ~~ssss~~ will be necessary for the suport of Mr. Aistrop in case he is kept at home?

A---I canot tell, I don'tknow what it would be worth, he is at home know and stays most a ll the time in a little room in the house and~~xxx~~ scaircely ever comes out except to eat, he seems quiet and I supose it would be worth about what the County usually pays or perhaps a little more.

Q---Please state if you know, what the said V. R. Aistrop's land would bring in case it had to be sold.

A--- Well I heard One A. J. Cox say that he would give Twelve Hundred dollars for the entire place, the House and lot is , however the most valuable part of it and if the Widow should be assigned the house and lot around it, this would ruin the sale of it. The ballence of the land is rough and the timber all gone.

And furher this deponent saieth not.

John Edens

Witness claims his attendance 50¢,

G. W. Ely another witness of lawful age , after being first duely swórn; deposes and says;

Q--- what is yoyr age residence and ocupation?

A--- I am 60 years old, live on Dry branch in this county and am a farmer.

Q--- Mr. Ely /do you know wahat personal property V . R. Aistrop owns? If so , please state what it is and what it is worth.

A---Yes Sir; he has a cow and calf, I think the calf has been sold though; the cow is worth 25 dollars. He also has a sawmill outfit which all together ought to be worth $400.00 dollars. I think he owns a Gray Maire which is probably worth $100.00.

Q---How much land does V. R. AIstrop own, what is it's rental value per year and what is the land worth?

A--- I dont know the number of acres but know the boundery it is situated on Dry Branch in this County; I think to include the Gris Mill, which can be uced a little during the winter, when they have water thet it would be worth about $50.00 a Year. The land is thin , the low land is sandy and the up land is rough and rocky there is a fairly good dwelling house, I would not give over $800. 00 for it and Doubt if it can be sold for more than that. I consider the Millsight and the house and a fexwacres around it the most valuable part of it.

Q---Mr/ Ely do you know wherther or not V. R. AIstpop owns some Tannery tools and if so, what are they worth.

A---Ithink he has some tools for the tanyard as he has been running a tan yard, but I cannot say what they would be worth, I forgot to state about a waggon which he has which is wórth about ten dollars and some plows and farming tools which is worth about $10.00.

Q---In case this land should be sold , how would you think best to do so, as a whole , or devide it up?

A---I should think it would sell for more to divide it up and sell it.

And further this deponent saieth not.

G. W. his x mark Ely

Witness claims his attendance 50¢,

John T. Hughes, Committee &c. Plan.

vs.) In Chancery.

V. R. Aistrop, et al Def.

TO WHOM IT MAY CONCERN:

Pursuant to the terms of the Decree rendered in the above styled case on the I6th. day of May I905, I will sit in my office on the 10-day of July I905, to ascertain ;

(I) what personal estate if any, the said Aistrop owns and whether there is a sufficiency to pay the debts of the said Aistrop;

(2) what effects if any, went into the hands of the said John T/ Hughes as Committee of the said V. R. Aistrop.

(3) what real estate, if any, the said Aistrop owns, its situation and rental Value;

(4) what debts, if any, the said V. S. Aistrop ows, to whom and when due and what priorities, if any, there exists;

(5) what if any thing will be necessary for the support ~~of the~~ and maintenance of the said Aistrop per annum; and

(6)he will ascertain and report upon any other matter deemed pertinent by himself or specially required by any person in intreest.

If said inquiry be not concluded on said day, or if not began, the same will be continued from time to time at the same place till completed.

Given under my hand this the 14-day of June, I905.

W K Hopkins

Commissioner In Chancery.

$66.63 Int
$826.47 Prin
$893.10

John T. Hughes Committee for V. R. Astrop
In aff with his
Various Creditors.

(1)	Note dated 3/15-1904, signed by V. R. Astrop, and due 3/13-1905, with interest from date & payable to the Geisser Manufacturing Co	100 00		
	Int. to Oct. 1st 1905	9 40		109 40
(2)	Note dated 3/13-04, signed by V. R. Astrop, due 9/13/05, with interest from date and payable to the Geisser Manufacturing Co	100 00		
	Int. to Oct. 1st 1905	9 40		109 40
	The above two notes are secured by a deed of trust on the boiler, engine &c referred to in my report			
(3)	Note dated 9/2-/04 signed by V. R. Astrop, due 1 day after date, and payable to H. P. M. Stewart	200 00		
	Int. to 11/15-1904	2 45		
	Total 11/15-04	202 45		
	Credit 11/15-04	100 00		
	Bal. due 11-15-04	102 45		
	Int. to 10-1-05	5 55		108 00
	This last note is secured by a deed of trust on the saw mill, referred to in report			
(4)	Note dated 1-8-02, signed by V. R. Astrop & due 1 day after date and payable to E. F. Zeiss	11 15		
	Interest to 10-1-05	2 50		13 65
(5)	Note dated 6-2-04, signed by V. R. Astrop, due 1-2-05 and payable to A. G. Skyatt cash &c	69 55		
	Int. to 10-1-05	3 13		72 68
(6)	Note dated 1-1-02, signed by V. R. Astrop; due 1-2-02; & payable to A. J. & J. S. Cox	22 08		
	Int. to 10-1-05	4 97		27 05
(7)	Note dated 9-5-04, signed by V. R. Astrop, due 9-6-04 and payable to A. J. Cox	100 00		
	Int. to 10-1-05	6 45		106 45
	Amt. Carried over			$546 63

	Amt. brot. over			546 63
P.J. 5/11/07 #267.45	Note dated 3/2-04; signed by V. R. Astrop; due 3-3-04 and payable to John M. Smyth Jr.	225 00		225 00
	Int. to 10-1-05	21 37		246 37
(9) P.J. 5/11/07 #12.35	Account due R. J. Woods & Sons due 11-1-04	11 60		
	Int. to 10-1-05	64		12 24
(10) P.J. 5/11/07 #57.36	Account due, J. F. Witt, 12-31-04	52 49		
	Int. to 10-1-05	2 62		55 11
(11) P.J. 5/11/07	Account due S. H. Parsons 2-1-05	15 15		
	Int. to 10-1-05	60		15 75
(12) P.J. 5/11/07 #1.70	Account due Pennington Lumber Co	170		170
(13) P.J. 5/11/07 #15.30	J. J. Geary it als account for trying said Astrop on a charge of Lunacy	15 30		15 30
(14)	Account due Dr. J. H. Morgan,			7 50
	Total			$900 60

John T. Hughes, Committe, etc. Complainat.

vs. In Chancery.

V. R. Astrop, et als. Defts.

To the H. A. W. Skeen, Judge of the Circuit Court for Lee Co.

The undersigned, W.K.Hopkins, one of the Commissioners in Chancery of your honor's court, and who was on the 16th day of May, 1905, in the above styled cause, ordered and directed after giving the resident defendants in said cause ten days notice of the time and place of his sitting, and after posting for ten days the time and place of his sitting, to ascertian and report upon the following points and matters, to-wit:

(1). "What personal estate if any the said V.R.Astrop owns, and whether there is a sufficiency to pay the debts of said Astrop";

(2). " What effects, if any went into the hands of the said John T.Hughes, Committe of the said V.R.Astrop;

(3)."What real estate, if any the said V.R.Asstrop, owns, its situation and rental value";

(4). "What debts, if any, the said V.R.Astrop owes, towhom, when due and what proirities if any there exists;"

(5). "What if thing will be necessary for the support and maintainance of the said Astrop per annum; and"

(6)."He will ascertain and report upon any other matter deemed pertinent by himself or specially required by any person in interest".

Your Commissioner will take up and report upon said points of requirement in their order, beginning at Number one etc.

And on the first point, that is, "what ~~xxxxxx~~ personal estate if any the said V.R.Astrop owns, and whether there is a sufficiency to pay the debts of said Astrop"; he finds that said V.R.Astrop owns a "Geiser peerless engine on sills, and its attachments and tools" but on which said Astrop owes yet, $300.00, with interest

thereon from the 15th day of March,1904,till paid,and which sum is secured by a deed of trust on said engine,etc. Said $800.00 is also evidenced by two notes,bearing date on the 15th day of March,1904 of $100.00 each,,and one become due on the 13th day of March,1905,and the other will become due on the 13th day of Sept.,1905. Said deed of trust was duly recorded in D.B. No. P. on the 24th day of March,1904. I also find that the said V.R.Astrop owns a No. 0 saw mill known as a Deloach saw mill with its attachments,and being the saw mill which said Astrop bought from Cole Bros.of Chilhowie,Va;but on this saw mill,said Astrop on the 15th day of November,1904 gave a deed of trust with Geo.T.Cridlin as trustee,to secure a debt of $800.00,evidenced by note,bearing date on the 2nd day of Sept.,1904,subject to two credits,aggregating,$100.00 as Nov.,15th,1904;this debt is evidenced by the note of said Astrop,and is made payable one day after date;while the deed of trust reads"to more effectually secure the payment of the balance of said note on or xxfxxxx by June,15th,1905". This last deed of trust was duly recorded in D.B.No., P ,on the 16th day of Nov.,1904. The foregoing engine,etc.,and saw mill,etc,are the only personal effects of the said V.R.Astrop,and are not sufficient in your Commissioner's opinion from the evidence before him to pay the indebtedness of said V.R.Astrop.

On the second point submitted to your Commissioner,that is, "What effects,if any went into the hands of the said John T. Hughes Committee of the said V.R.Astrop",your commissioner finds from the proof before him that only $15.00 has gone into his hands,which he derived from the sale of some ties which came from off the xxx lands of said Astrop. I have made enquiry,and this said $15.00 is all that should have gone into said Hughes' hands.

On the third point,required to report upon that is,"What real estate,if any,the said V.R.Astrop owns,its situation and rental value",your commissioner finds that the only real estate owned

by the said V.R.Astrop is correctly set forth in the bill of the said plaintiff,in exhibits, "W","X","Y" and "Z",and according to the testimony of John Idens contain about 150 acres;this land is situated in Lee County,on the head waters of Dry Branch, some four miles eastwrad from Pennington Gap,Va., Its rental value per annum according to the proof before me is about $35.00 per annum,exclusive of the house which is put at $10.00. I wish to call the attention of the court her to the fact that some of the deeds to Mr.Astrop are not recorded which ought to be done at the expense of his estiate.

On the fourth point of enquiry,your commissioner finds that said V.R.Astrop is now indebted in the sum of $ 900.60 principal and interest to various person,set out in a statement herewith filed,marked "statement". There are no priorities in said indebtedness,except the said Geiser Manufacturing Co.,which has a prior lien upon said engine,etc. for $200.00 and its interest,and the said W.P.M. Stewart for $100.00 and its interest who has a prior lien upon said saw-mill.

On the fifth point of enquiry,that is, "what if any thing will be necessary for the support of said Astrop per annum",he finds from the proof before him,which is more or less vage and indefinate,it would be worth $100.00 per annum to support the said Astrop.

On the ~~xxxxx~~ sixth point of enquiry,that is,"he will ascertain and report upon any other matter deemed pertinent by himself or specially required by any person in interest" in this cause. No person has called upon your Commissioner to report upon any special point,but he thinks,as the law allows such to be done in cases like this,that the real estate of said Astrop,after all the personal property has been sold,and the proceeds applied to the payment of said Astrop's indebtedness,be mortgaged for a sum sufficient to pay off said indebtedness,after the application of the sales of said personal property, if that can be done,for it

may be some day said Astrop will regain his senses and be able to pay the money off,and thus save his lands. It is uncertain what said lands are worth. But from what I can gather concerning them,they are worth in the neighborhood of $900.00.

As required by said decree,your Commissioner,before executing the said decree of May,16th,1905,had served upon V.R. Astrop,M.C.Fly,Guardian Ad litem,John T.Hughes Comittee,etc. Carrie Astrop,Unice Hedrick,Cora Music,Perry Astrop,Charles Astrop,John Astrop,on the 21st day of June,1905, a notice fixing the time and place of his sitting,on the 10th day of July, 1905,and at his office in the town of Pennington Gap for the purpose of carrying out the requirements of said order or decree: and also he posted a copy of the same notice at the Post office in the town of Pennington Gap,and at the front door of the Court house of Lee County,Va.,on the 20th day of June,1905,requiring all persons to come before him on the 10th day of July,1905, at his office as aforesaid,who desired to present any matter for consideration.

o I did not dis-allow any claim presented against the estate of the said V.R.Astrop,lunatic,etc.

I sat at my office for the purpose of carrying out the terms and requirements of said order of the 16th day of May,1905,on the 10th,17th, and 18th days of July,1905. And to make up my report,I took the 20th day of July,1905.

All of which is resectfully submitted,this the 9th day of Sept.,1905.

W.L. Hopkins

Commissioner.

John T. Hughes Com

vs. } Report.

V. R. Astrofo Hal

Filed Sept 9, 1905.

H. L. T. Ewing.
Clerk.

Costs fee $20.00

John T.Hughes,Committee, Complt.

Vs.

V. R. Astrop,et als. Defts.

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee Co.

Your undersigned,beg leave to report that pursuant to a decree entered in the above styled cause,on the 26th day of September,1905,and whereby he was directed to sell,in the manner mentioned in said decree certain personal property of said V.R.Astrop,after advertising the time,terms and place of sale,did after advertising the time,terms and place of sale of for 15 days,by posting written notices at the front door of the court-house,and at Pennington Gap post-office,and in the neighborhood of said Astrop,on the 11th day of November,1905 at the residence of said Astrop,offer for sale at public outcry,the engine,boiler and saw-mill,and their respective attachments: and after crying the sale for a long time,said property was knocked down to N.C. & A.H.Ely for the sum of $277.00. But before knocking said property off to said Elys,I offered the saw-mill separately and was offered only $125.00 for it,and the engine and bioler separately,and was offered only $150.00 for it,making a total of $275.00:then I offered the whole together and as above stated,got $277.00 bid from said Elys for the same which was the highest and best bid I could get. I believe that said property is worth much more than the price bid. Said Elys paid me the costs of said suit and the commissions of sale,which amounted to $23.23,and gave me their two notes,one for $96.62, with interest from date of sale,and payable in six months,and the other payable in 12 months with interest from date for $96.61. These are good and solvent notes.

All which is respectfully submitted. This Dec.,15th,1905.

J. T. Hughes

Committee.

John T.Hughes,Committee, Complt.

Vs.

V. R. Astrop,et als. Defts.

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee Co.

Your undersigned,ben leave to report that pursuant to a decree entered in the above styled cause,on the 26th day of September,1905,and whereby he was directed to sell,in the manner mentioned in said decree certain personal property of said V.R.Astrop,after advertising the time,terms and place of sale,did after advertising the time,terms and place of sale of for 15 days,by posting written notices at the front door of the court-house,and at Pennington Gap post-office,and in the neighborhood of said Astrop,on the 11th day of November,1905 at the residence of said Astrop,offer for sale at public outcry,the engine,boiler and saw-mill,and their respective attachments: and after crying the sale for a long time,said property was knocked down to N.C. & A.H.Ely for the sum of $255.00. But before knocking said property off to said Elys,I offered the saw-mill separately and was offered only $125.00 for it,and the engine and boiler separately,and was offered only $130.00 for it,making a total of $255.00 then I offered the whole together and as above stated got $255.00 bid from said Elys for the same which was the highest and best bid I could get. I believe that said property is worth much more than the price bid. Said Elys paid me the costs of said suit and the commissions of sale,which amounted to $27.25,and gave me their two notes,one for $90.25, with interest from date of sale,and payable in six months,and the other payable in 12 months with interest from date for $90.21. These are good and solvent notes.

All which is respectfully submitted. This Dec.,15th,1905.

John T. Hughes Com

Received and filed this 19th day of Dec. 1905. Teste: [illegible] Clerk

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Committee.

John T. Hughes, Committee etc. Complainant,

vs.# In Chancery.

V. R. Aistrop, et al Defendants.

At the September term, 1905 of your Honor's Court Lon Ai-Strop was granted leave to file his petition in the above causeand your commissioner being directed to ascertainwhether the said Ai-strop was indebted to the said Lon Aistrop and in what sum and to further ascertainwhether the said Aistrop was indebted to any other personthan those already heretofore reported: Begs leave to report that at the last termof court when the time set to hear the eavidence arrived it was not convenient for either the peti-tioner or your commissioner to take up the matter and the same was, by common consent, continued.

Your Commissioner further reports that after serving a copy of the within notice on all the resident defendants, as di-rected by the decreein said cause; sit in my office on the 17th. day of February, 1906for the aforesaid purpose and that the said Lon Aistrop, nor any person for him, appeared, or filed any claim against the estate of the said V. R. Aistrop; nor did any other person appear or file any such claim against said estate.

All of which is respectfully submitted.

W. H. Hopkins

Commissioner In Chy.

John S. Hughes Com. ——— Complainant
vs. } In Chancery.
V. R. Aithop, et, al ——— Defendants

To Lon Aithop, Chas. Aithop, Jerry Aithop, John Aithop, Cora Music and Emma Hilrick:

In order to carry out the decree of the court in this cause rendered on the 26th day of September, 1905, I will sit in my office on the 17th. day of Feb., 1906 to ascertain whether the said V. R. Aithop is indebted to Lon Aithop and in what sum and whether the said Aithop is indebted to any other person than those already reported upon heretofore

Given under my hand on this 10th day of February, 1906

W. L. Hopkins
Commissioner.

Return

John. T. Hughes Com
vs { Chancery
R Astrop et-al-

Executed Feb. 12 1906
by delivering a copy of
the within Notice to
all of the within parties
or their families above
16 years of age.

John Smyth
C J C

$ 3.40

John T. Hughes, Committee, etc. Complainant,

vs.

In Chancery.

V. R. Aistrop, et als. Defendants.

To Lon Aistrop--Chas Aistrop, Perry Aistrop, John Aistrop, Cora Nunic and Eunice Nichols

TAKE NOTICE:- That in order to carry out the decree of the Court renderedin this cause on the 26th. day of September, I905; I will sit in my office on the 9th day of September, I905 to ascertain whether the said V. R. Aistrop is indebted to Lon Aistrop and in what sum and whether the said Aistrop is indebted to any other person thqnthose already reported heretofore.

Given under my hand on this the 2d. day of December, I905.

W. L. Hopkins

Commissioner.

Filed
Filed by leave of
Copy of the within notice
on each of the within
named defendants
Son Antony who is
a non-resident of the
State this 27th day
of Nov. 1902
John Smith
Constable

John T. Hughes, Complainant,

vs. In Chancery.

V. R. Alstrop, et ux, Defendants.

To Ion Alstrop:

YOU NOTICE:- That in order to carry out the decree of the Court rendered this cause on the 26th. day of September, 1903; I will sit in my office on the 9th day of December,1903 to ascertain whether the said V.R. Alstrop is indebted to Ion Alstrop and in what sum and whether the said Alstrop is indebted to any other person than those already reported heretofore.

Given under my hand on this the 3d. day of December, 1902.

Commissioner.

Lou Austrop

vs. } Comm. report

Estate D. R. Austrop dec'd

Filed February 19, 1906.
H. J. Corring, Clk.

Cost

To John Smith Cost,
for serving notice — 3.40
Commissioner's fee 3.00
6.50

John T. Hughes Committee

vs

V.R. Astrop et al

To the Hon. H.A. W. Skeen, Judge of the Circuit Court for Lee County.

Your, undersigned, begs leave to report that pursuant to a decree entered in the above styled cause on the 26th day of September, 1905, and the 19th day of December, 1905, and after advertising the time, terms and place of sale as required by said decrees, at the residence of said V. R. Astrop on the 20th day of January, 1906, he offered for sale to the highest and best bidder as follows:

First; The engine, boiler and their attachments mentioned and described in the proceedings of said cause: and after crying this sale for some time this boiler was knocked down to W.W. Pennington for the sum ($261.00) Two hundred and sixty-one dollars : and he paid down to your commissioner the sum of ($130.50) One hundred and thirty dollars and fifty cents and executed his two notes for the residue, bearing interest from date of sale with A.J. Lydy as security payable in six and twelve months.

Second: The saw-mill mentioned in said cause and after crying this sale for some time, he knocked the same down to H.S. Parsons who was the best and highest bidder for the sum of ($100.00) One hundred dollars, and said Parsons executed his two notes for said saw-mill for ($50) fifty dollars each, bearing interest from date of sale, with Mary E. Leary as surety and payable in six and twelve months respectively.

All which is respectfully committed this the 20th day of January, 1906.

John T. Hughes
Commissioner and Committee.

John T. Hughes

vs. } Report of Sale of Saw-Mill

U. R. Astrop et al

Filed May 9, 1906.

Albert T. Ewing.

Clerk

John F Hughes Commi~~ssioner~~tee Plaintiff

vs

V.R. Astrop et al Defendants

To the Hon. H.A. W. Skeen, Judge of the circuit court for Lee County.

Your undersigned commissioner, E. W. Pennington, who was on the 26th day of September, 1905, appointed in the above styled cause to sell enough of the lands of said V.R. Astrop to pay his indebtedness, after certain machinery therein mentioned, was sold by J.T. Hughes, begs leave to report that on the 12th day of March, 1906, he posted written notices of the time, terms and place of the sale of said V.R. Astrop's real estate at the front door of the court house of this county, in the neighborhood of the lands of said Astrop, at the Postoffice in Pennington Gap, and at several other places, giving notice that at the front door of the Post-office in the town of Pennington Gap, Va., he would offer for sale at public outcry, to the highest and best bidder enough of the lands of said Astrop, on April, 21st, 1906, to pay the indebtedness of said Astrop. And pursuant to said decree and said notices, your commissioner, between the hours of 11 A. M. and 12 noon of Saturday, April, 21st, 1906, in the presence of a large crowd of people offered the lands of said Astrop for sale on the terms mentioned in said order of September, the 26th, 1905: and in order to get the most out of the same he could and pursuant to the advice of various people who knew the lands of said Astrop, he offered for sale at public outcry and to the highest and best bidder on the terms mentioned in said order:

First: That land of said Astrop's mentioned and described in the deed of James M. Stewart and Emily Stewart dated the 1st, day of August, ~~1906~~ 1896, to said Astrop, and described in exhibit " Z" of the bill of said plaintiff. After crying this piece of land for some time, and after various bids were offered, the same was knocked down to H.S. Turner at the price ($360.00) Three hundred and sixty

dollars; said Turner on his purchase paid your commissioner ($45.00) forty-five dollars, and executed his two notes for the residue, that is for ($157.50) One-hundred and fifty-seven dollars and fifty cents each, with N.G. Johnson and E. P. Leatrau sureties, bearing interest from date of sale in one and two years respectively.

Then he next offered at the same time and place and on the same terms as aforesaid, all the land lying West of a line two poles East of of the centre of the Dalton Gap Branch, out of the lands mentioned and described in the deed of Johnathan Dalton and wife to V. R. Astrop and dated the 19th day of November, 1878, and recorded in Deed Book No-31-page-427 and in the deed of N.G. Bailey, Lucinda Bailey and Carr Bailey to said Astrop, and dated the 15th day of October, 1879. And after crying the sale of this land for some time , your commissioner knocked the same down to A.H. Ely, at the sum of ($440) Four hundred and forty dollars, and who was the last, best and highest bidder. Said Ely paid your commissioner the sum of ($55.00) fifty-five dollars, and executed his two notes, bearing interest from date, and payable in one and two years from date of ($192.50) One hundred and ninety-two dollars and fifty cents, with N.C. Ely and O.P. Astrop as security.

According to the calculations of your commissioner these sales will pay all the indebtedness of said Astrop reported against him. From what your commissioner has heard of the lands sold, he thinks they have brought a fair price and that the said sales should be confirmed.

All which is respectfully submitted , this April, 23rd, 1906.

E. A. Bunnington.

Special Commissioner.

John T. Hughes Com.

vs. } Report of Sale of Land

V. R. Astrop et al

Filed May 9, 1906.

J. L. Ewing

Clerk.

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee County:

John T.Hughes,Committee,etc. Plaintiff.

Vs.

V.R.Astrop et al. Defts.

Your undersigned Special Commissioner was heretofore appoined in the above styled cause to sell certain lands of said Astrop,and to collect the purchase money therefor,begs leave to report,that as shown by a former report of his,a portion of the lands sold were sold to A.H.Ely, and said Ely executed his two notes for $192.50,dated the 21st day of April,1906,with N.C.Ely and B.P. Astrop as his surety on said notes;and that on the 11th day of May, 1907,the said A.H.Ely,paid said two notes with their respective interests to that date,which amounted to the sum of $409.30;and he now having fully paid the said two notes is entitled to have a deed made by a Commissioner for the land purchased and paid for by him.

Your Commissioner has disbursed all the moneys which came into his hands in this case,except the sum of $50.96,which he still holds in his hands,and is ready to pay out on your honor's order. There has come to your Commissioners hands so far in this case,the total sum of $1101.18,and he has paid out for costs,commissions of sale, and all the debts reported in Mr.Hopkin's report filed herein,the sum of $1050.22,thus leaving a balance in his hands of said $50.96.

All which is respectively submitted. This May,12,1907.

E.H. Pennington

Special Commissioner.

John T.Hughes,Com.

Vs. Report of Dis.

V.R.Astrop,et al.

Filed May,20,1907.

W. C. D. Ewing, Clerk.

NOTICE.

John L. Jordan, Committee, Plaintiff,	
vs.	In Chancery.
W.H. Antrop et al, Defendants.	

In carry out the decree entered in this cause on the 18th day of February, 1899, and still pending in the Circuit Court for Lee County, I will at the front door of the Court-house of said County, on Monday, the 22nd day of May, 1899, (that day being a Court Day) at about the hour of Noon of that day, at public outcry, and to the best and highest bidder offer for sale all the real estate of said W.H. Antrop, except about four or five acres around the dwelling house of said Antrop, and now owned by the said Antrop, and a part of the land conveyed to said Antrop C.C. Bailey, Amanda Bailey, Mary Bailey and John Dalton and wife, and France Kiser and wife, and now overflowed said in this cause.

TERMS OF SALE :- The purchaser will be required to pay one-third of the purchase price down and the residue in one and two years from date of sale, giving notes for such deferred payments bearing 6 percent from date of sale, and with good personal security.

This land will be sold by the boundary.

This April, 17, 1899.

E. F. Pennington,

Special Comr.

John T.Hughes Committe,Plaintiff,	
Vs.	In Chancery.
V.R.Astrop et al, Defendants.	

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee County:

Your undersigned Commissioner,E.W.Pennington,who was on the 19th day of February,1907,appointed in the above styled cause by your honor to sell at the front door of the court-house of this county "the residue of the real estate,(meaning the residue after that part of said lands sold by him in this cause to H.S.Tuner and and A.H.Ely,as shown by his report filed hereon on the 9th day of May,1906) owned by said V.R.Atsrop in said petition mentioned,(meaning the petition of Carrie Astrop filed herein at the first Feb. Rules,1907,)except a small lot of four or five acres of land on which is situated the dwelling house of said V.R.Astrop,the same being the residue of the land conveyed to the said V.R.Astrop by N.G.Bailey, Lucinda Bailey and Carr Bailey and Johnathan Dalton and wife.

Your said commissioner begs leave to report that in pursuance to said decree of Feb.,19th,1907,and after having advertised the time, terms and place of sale of said land directed by him to be sold,for at least thirty days by posting written advertisements of such sale at the front door of the court house of this county,in the neighborhood of said land,in the town of Dryden and at the post office in the town of Pennington Gap,on the 20thday of May,1907,at the front door of the court house of this county,(that day being a court day) he offered said land for sale to the highest and best bidder at public auction,and on the toms required in said decree of sale. And after crying said sale for a considerable time,in the presence of a large crowd of people the same was knocked down to P.R.Duff who was the last,highest and best bidder for the sum of $298.00. Said Duff paid down to your Commissioner the sum of $99.33 and executed his two notes for the residue,bearing interest from date of sale for the residue,one note for $99.33 and due one year after its date,and the other for 99.34 and due two years after its date,with

Geo W. Zion as his surety on said two notes. Your Commissioner holds said two notes, payable to himself as Commissioner in said cause, subject to the orders of your honor herein. He also holds the said sum of $99.33, which was paid him on said purchase price, subject to the order of your honor herein.

Your commissioner is not personally acquainted with the lands sold to said Duff, but from he has heard of it, it brought a reasonably fair price; some think it ought to have brought more, but are not willing to give more themselves. So your commissioner recommend that said sale to said Duff be confirmed to him.

Your Commissioner will further report that out of the purchase price of said land he is entitled to five per cent commissions, which amount to $14.90, and therefore he should be decreed to retain that sum out of said $99.33 paid him by said Duff and account for the residue, that is the sum of $84.43. Your commissioner supposes there are some costs which have not been paid in this suit, and if any, they sould be paid out of the sum in his hands.

Your Commissioner will report that at the last term of this court, to-wit on the 20th day of May, 1907, an order was entered in said cause directing him to pay to John C. Noel, the attorney for said V.R. Astrop the sum of $50.96, the balance which was then in his hands by virtue of his Commissioner ship in said cause; he says and reports that on the 5th day of May, 1907, he paid to said John C. Noel said sum of $50.96, and took his receipt for the same.

All which is respectfully submitted. This June, 5th, 1907.

E. H. Pennington
Commissioner.

John T.Hughes,Com.etc.

Vs.

Report of sale to
P.R.Duff & Payment
To Noel of $50.96.

V. R. Astrop et al.

Filed June,10th,1907.

H. C. P. Ewing
Clerk.

John T. Hughs, COM. etc.,

vs.

V. R. Astrop, et al.

In account with,

E. W. Pennington, Commissioner.

1906.

	By cash for timbers, Perry,	$15.00.
Feb.	" " on sale of Engine	113.78.
April, 21	" A. H. Ely on land purchase,	55.00,
April, 21.	" A. J. Leedy on engine	100.00.
" "	" H. S. Turner on land purchase,	45.00.
June 11.	" H. S. Turner " " "	257.85.
March, 25.	" H. S. Parsons on saw mill,	53.50.
Aug. 23.	" " " " " " "	51.75.
1907.		
May, 11.	" A. H. Ely on land purchase,	409.30.
June 11.	" P. R. Duff on land purchase,	99.33.
Nov. 24.	" A. J. Leedy balance on Engine,	35.45.
Dec. 18.	" H. S. Turner on land purchase,	20.00.
1908.		
Feb. 6.	" H. S. Turner " " "	45.55.
	Total receipts to the 5/1/08	$1301.51

Debits.

1906.		
Jan. 23.	To AmT. paid F. R. Garrison , costs	$3.50.
" " " "	" F. S. Stapleton, "	5.50.
Feb. 7.	" " " W. K. Hopkins, "	25.00.
May, 28.	" " " H. C. T. Ewing, "	13.38.
" " " "	" M. G. Ely, G. A. L. "	5.00.
" " " "	" Pennington Bros. Atty."	15.00.
" " "	Coms." retained on $800.00.	25.00.
1907.		
June, 11.	" Geiser Manfacturing Co.,	227.00.
" " "	W. P. M. Stewart,	112.15.
" " "	E. P. Zion,	14.10.
" " "	A. G. Hyatt, Cashier,	75.55.

June, 11.	To Amt. PD.	A. G. & J. S. Cox,	$27.93.
July, 7.	" " "	G. W. Ely witness,	50.
Aug. 23.	" " "	J. F. Witt,	57.36.
" 27.	" " "	J. H. Morgan,	7.50.
1907. March, 25.	: " "	S. H. Parsons,	18.25.
May, 11.	" " "	A. J. Cox,	116.00
" "	" " "	J. M. Smith,	267.75.
" "	" " "	R. J. Wood & Sons	13.35.
" "	" " "	Pennington Lumber Co.,	1.70.
" "	" " "	J. J. Yeary,	15.30.
" "	" " "	John Smith costs	3.40.
" 31.	" " "	J. C. Noel,	50.47.
Oct. 26.	" " "	5% Com. on $298.00	14.90.
" "	" " "	H. C. T. Ewing, Clerk,	6.15.
" "	" " "	Carrie Astrop,	78.28.
1908. May. 4.	"	Atty. For Pennington Bros.	25.00.
" "	"	Bal. in E. W. Pennington's hands	76.00.
			$1301.51.

May, 4, By Bal. in my hands. $76.00.

John T. Hughs, Committy,

vs.

V. R. Astrop, et als,

To the Hon. H. A. W. Skeen, Judge, of the Circuit Court for Lee County.

Your undersigned commissioner begs leave to report that as commissioner in this cause up to this date there has come into his hands the sum of $1,301.51. He has paid out in this case out of the receipts which has come to his hands the sum of 1,225.51; leaving a balance yet in his hands, as of this date the sum of $76.00, which he is ready to pay out as the Court may direct. A statement of the receipt and disburstment of your Commissioner is herewith filed, marked exhibit No.1 as a part of this report.

In said statement your Commissioner has charged the sum of $25.00as attorney fee in this case, in favor of Pennington Brothers. Your Commissioner deems this a reasonable fee to be charged against the fund which has come into his hands, and prays that your honor allow the same.

H. S. Turner who was the purchaser of the James M. Stewart and Emily Stewart tract of land has fully paid the purchase price of his purchase, and is intitled to have a deed for the same.

P.R. Duff owes on the purchase price of the land bought by him in this case two notes one for $99.33 which becomes due on the 20th day of May, 1908, and the other for $99.34, which will become due on May,20,1909. When Mr. Duff shall have paid what he owes on his purchase and the money therefor disbursted, this suit may then be finally disposed of.

All of which is respectfully submitted this the 4th day of May, 1908.

E. M. Pennington Commissioner.

John T. Hughes Com.

vs } Report & Statement of Receipts & disbursements by E.W.P.

V. R. Astrop et al

Filed on May 4th 1908

W. C. D. Ewing, Clerk

John T.Hughes,Complt.

Vs.

V. R. Astrop,etals, Defts.

To the Hon H.A.W.Skeen,Judge of the Circuit Court for Lee Co.

Your undersigned Commissioner,begs leave to report that, he was by an order entered in this cause on the 24th day of May,1907,appointed a Commissioner to make to A.H.Ely and N.C. Ely a good and sufficient deed to the lands purchased in this case,with Covenants of Special warranty,and the land purchased by them is shown in the report of sale made by me the undersigned,and filed in this cause on the 9th day of May, 1906,and in a suvey made by W.E.Thompson,and filed in said cause on the 7th day of December,1908;that in pursuance to said decree of May,24th,1907,he has made to said A.H.& N.C. Ely,a deed to the lands which they purchased as aforesaid,and by the meets and bounds hown in said Thompson's report,and your Commissioner recommend that this report and dedd so made by him be confirmed.

And he will ever pray,etc. This this the 7th day of Dec.,1908

E. W. Pennington

Commissioner.

John F. Hughes

vs } Report of Proceedings

V. R. Astrapathal

Filed Dec 8 - 1908

H. C. D. Ewing,
Clerk.

John T. Hughes, Committee.....Plaintiff.

Vs.

V. R. Astrop and others.....Defendants.

Your undersigned commissioner begs leave to report that pursuant to an order of ~~the~~ your honors court entered in this cause on May 4th, 1908, wherein he was required to make H. S. Turner a good and sufficient deed for the lands purchased by him in this cause and as shown by the report of your undersigned filed in this cause on May 9th, 1906, begs leave to report that he has performed the duties required of him by said decree of May 4th, 1908, by making to the said H. S. Turner a deed to the lands which he purchased in the said cause, the meets and bounds of which lands were furnished me by a survey made by W. E. Thompson, all of which is respectfully submitted.

E. H. Pennington Commissioner.

John F. Hughes Cons.

vs } Replevin of wood & H.S. Turner

V. R. Ashop et al

Filed Feb. 8, 1909.
H.C. D. Ewing,
Clerk.

John T. Hughes, Com.	#	
vs.	#	In Chancery.
V. R. Astrop, et al.	#	

V. R. Astrop, Lunatic,

In account with

John T. Hughes, Committee.

1906.	Crs.	
April,21.	By sale of engine,boiler and their attachments to W. W. Pennington	$261.00
	By sale of saw mill to H.Z.Parsons	100.00
	" Interest collected on Pennington's deferred payment on engine,&c.	4.95.
	" Interest collected from H. Z. Parsons on his notes for saw mill	5.25.
	Total receipts to date	$371.20

1906.	DR.	
	To five per cent commission on receipts	$18.56.
Jan.20.	" Amt. paid E. W. Pennington, Comr.	113.78.
April,21.	" " " " " " "	100.00.
Aug. 23.	" " " " " " "	51.75.
1907. March,25.	" " " " " " "	53.50.
Nov. 24.	" " " " " " "	35.45.
	Total disburstments.	$373.04.

Thus it will be seen from the foregoing statement that I have paid out ($1.84) one dollars and eighty-four cents more than came into my hands. I paid the foregoing sums to the said E. W. Pennington by the directions of your Honor and because said E. W. Pennington was the Comr.

to sell certain lands mentioned in this cause, and by so paying it to him he could disbarse the same sums with the sums which he received from land sales much easier than I could. And he has in his account, heretofore, charged to himself the same sums as shown in the above statement and disbursed the same under your Honor's orders.

Now your committee having, as shown above, accounted for all sums of money which has or ought to have come into his hands he prays that this his report be approved and confirmed and he relieved from any further liability for the receipt of the foregoing sums of money.

Given under my hand this the 4th day of February, 1909.

J. T. Hughes Committee.

John T. Hughes Com.

vs } Report of Com Hughes

V. R. ~~Bastrop~~ et al

Filed Feb. 8, 1909,
H. Q. T. Ewing,
Clerk.

John T. Hughes, Committee.....Plaintiff.

Vs.

V. R. Astrop and others.....Defendants.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

Your undersigned Commissioner who was appointed in the above styled cause on the 14th day of September, 1909, to make to the said P. R. Duff, a good and sufficient deed to the lands bought by him in said cause, begs leave to report that he has this day made said deed as directed by said decree and herewith files the same as a part of this report, all of which is respectfully submitted.

This the 14th day of September, 1909.

E. H. Dennington Commissioner.

John F. Hughes

vs } Report of Deed to R. R. Duff

V. R. Astrop et al

Filed Sept. 14 - 1909

H. C. F. Ewing,
Clerk.

John T. Hughes, Committee.....,Plaintiff.

Vs.

V. R. Astrop and others.....Defendants.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned Commissioner who was on the 19th day of February, 1907, appointed in the above styled cause to sell certain lands therein mentioned, which sale was made pursuant to the terms of said decree on the 20th day of May, 1907, and duly reported to your honor, and as will be seen by an inspection of your Commissioners report filed in this cause on June 10, 1907, P. R. Duff became the purchaser of a certain portion of the land in the bill and proceeding mentioned and the sale to the said Duff was duly confirmed by a decree entered in this cause on the 16th day of September, 1907.

Your commissioner begs to report that all the deferred payments due from the said P. E. Duff on the lands which he purchased in said cause has been fully paid to your commissioner, which he has heretofore paid out and disbursed the same as provided in former decrees.

And the said Duff now having paid for the lands which he purchased in this cause is entitled to a deed for the same, all of which is respectfully submitted.

This the 14th day of September, 1909.

E. H. Rennington Commissioner

John P. Hughes

vs } Report of Payment by S. R. Duff.

V. R. Astrop et al

Filed Sept. 14, 1909

H. C. P. Ewing, Clerk.

THIS DEED made this the I5th day of November, I904, by V. R. Astrop party of the first part and Geo. P. Cridlin, Trustee, party of the second part , WITNESETH: That whereas the said first party is justly indebted W. P. M. Stewart in the sum of $200. 00 which indebtedness is evidenced by note for said amount dated September, 2nd, I904, subject to credits this day of $I00.00 and the first party being desirous and willing to more effectually secure the payment of the ballence of said note with its interest on or by June the I5th, I905, does hereby give, grant, bargain, sell and convey unto Geo. P. Cridlin, trustee the following personal property to-wit One # 0 Saw mill known as the Deloth with evrything there to belonging, and being the same purchased from Cole Bros. of Chilhowie, Va. and know being run by said first party at his home on Dry Branch in Lee County Va. to have and to hold the said property in trust for the following purpose that is to say, if said first party shall fail to pay the ballence due on the within mentioned note by June the I5th I905, then and in that event it shall be the duty of said trustee when requested so to do by the said W. P. M. Stwart to advertise the said property herein conveyed in three or more public places near said property and at the court-house of said County for 20 days and to sell the same for cash in hand and out of the proceeds of such sale to first pay the said note to W, P. M. Stewart and after deducting the costs and commissions of sale, pay the ballence, ~~due on the within~~ if any to the said first party. It is further agreed, that in case said first party shall have an opportunity to sell said property that he shall first have the consent of the said W. P. M. Stewart in writing, but in no case shall such conset, or an extention of time for the payments h herein mentioned viciate or change the within deed, and in case said first party shall pay or cause the within indebtedness to be paid when due, then this writing to be null and void otherwise to remain in full force. Given under my hand and seal on this I5th day of November, I904.

V. R. Astrop (Seal)

State of Virginia, County of Lee, to-wit:

I, W. K. Hopkins, a Commissioner in Chancery for the Circuit Court of Lee County in the State aforesaid do certify that V. R. Asrop

whose name is signed to the within writing bearing date on the I5th day of November, I904, has acknowledged the same before me in my County aforesaid. Given under my hand on this I5th day of November, I904.

W. K. Hopkins,

Commissioner in Chancery.

Virginia, Lee County, to-wit:

In the Clerk's Office of Lee County, on this the I6th day of Noverber, I904. This deed was presented, and together with the certificate annexed, admitted to record.

Teste: H. C. T. Ewing, Clerk.

A Copy Teste: H. C. T. Ewing, Clerk.

J. R. Astrop
To & Trust deed
Geo P. Cridlin Tr.

Copy.

Clerk 60¢

THIS DEED this I5th day of ~~May~~ March I904, A. D. I90 between V. R. Astrop of the County of Lee, State of Virginia, of the first part and W. B. Jackson Trustee, of the second part; Witnesseth, that for and in consideration of the sum of One dollar in hand paid, the receipt whereof is hereby acknowledged, the party of the first part doth sell, grant, and convey to the party of the second part the following described property to-wit

I Class F. Geiser peerless Engine on sills, bearing factory number with all tools and appurtenances belonging thereto, IN TRUST nevertheless, to secure the Geiser Manufacturing Co., (Incorporated) of Waynesboro Franklin County Pennsylvania, the payment of the sum of Three hundred dollars as evidenced by the following described promissory notes signed by party of the first part;

One note dated 3--I5--04 due 9-I3- 04 for $I00.00 with interest fromdate One note dated 3-I5-04 due 3-I3-05 for $I00.00 with interest from date One note dated 3-I5-04 due 9-13-05, for $I00.00 with interest fromdate **********

Recorded, the 24th of March, I904.

Acknowledgment taken by A. G. Hyatt, the ~~24~~ I5th day of March, I904.

Signed, Sealed and delivered in the presence of E. W. Pennington and L. W. Myers

Cloth 25¢

KNOW ALL MEN by these presnts that we James M. Stewart and H. H. Ely, are held and firmly bound unto E.W.Pennington,Commissioner in the chancery cause of J.T.Hughes,Committee Vs. V.R.Astrop,et als, in the full sum of Five Hundred dollars;and for the true payment whereof we jointly and severall bind ourselves,heirs,personal representatives and assigns,waiving the benefit of the Homestead law as to this obligation.

Sealed with out seals,and dated this the 18th day of March,1906.

The condition of the above obligation is such that whereas by deed,dated the 1st day of August,1896,the said James M.Stewart and his daughter,Emily Stewart conveyed with covenants of General warranty a certain tract or parcel of land,lying and being in Lee County,Virginia to said V.R.Astrop;and

WHEREAS,said V.R.Astrop has heretofore been adjudged a lunatic, and said John T.Hughes by the Circuit court for Lee County,appointed his Committee;and

WHEREAS,the said Hughes,as such Committee at the second April Rules,1905,filed in the said Circuit Court his bill against the said V.R.Astrop for the purpose of ascertaining among other things the indebtedness of the said Astrop,and to provide for the payment of such indebtedness out of the estate of said Astrop;and

WHEREAS,the said Court through W.M.Hopkins did ascertain the indetedness of the said Astrop,and thereupon among other things,on the 26th day of September,1905,appointed said E.W.Pennington,a special Commissioner to sell enough of the real estate of the said Astrop to pay such indebtedness,after said Hughes had sold certain personal property therein mentioned;and

WHEREAS,it now turns out that the legal title to that tract of land mentioned and described in said deed of said James M.Stewart and Emily Stewart to said Astrop was at the time of said conveyance in the wife of said James M.Stewart,who has departed this life,leaving as her heirs at law said Emily Stewart and one George Stewart;and

WHEREAS, the said George Stewart is under the age of twenty-one years, and in law incapable of making his conveyance to his interest in said land, but said James M. Stewart and H. H. Ely, believing that the said George Stewart will make his deed to his said interest in said land when he arrives at the age of 21 years to the purchaser of said land at the sale that shall be made by the said E.W. Pennington as said Commissioner, under said decree, and thereupon said James M. Stewart and H.H. Ely, do hereby warrant that said ~~xxxxxxxx~~ George Stewart will make or cause to be made when he attains his age a deed to said interest in said land to said purchaser: Now if the said George Stewart, his heirs and assigns shall make or cause to be made a deed when he arrives at the age of 21 years to such purchaser as may bid in said land at the sale that may hereafter be made by said E.W. Pennington, as such commissioner, then this obligation to be null and voind, otherwise to be in full force and virtue.

James M Stewart (Seal).

Hiram H. Ely (Seal).

Witnessed by

B. P. Stump

March the 11 1911

Mr Astrop account

fixed single tree	20
drive on 1 shoe	10
fix tenesee	10
Shod mare	25
Shod Mar 1	10
Sharpned Plow	5
Sixson 2 shoes	20
Sharpned mat	10
Sharpned Plow	5
fix Bell	10
Sharpned Plow	5
Shod Mar 1 shoe	15
Shod Mule 2 shoes	40
Sharpned 1 Plow	5
made cart hood handle	15
Sharpned Mill Pick	20
Sharpned Plow	5
Shod Mar 3 shoes	45
Sharpned 2 Plows	10
Paid to Shoes and Mule	40
Sharpned 1 plow	5

2 R

drive on 1 Shoe	10
Sharpened 1 Plow	5
Shod Mule, 2 Shoes	20
fix singletree	25
fix traces	25
Shod Mules	80
Shod Mare 1 Shoe	20
grab hooks	125
drive on 2 Shoes	20
Shod Mare	20
Mule Shoe	80
open wring	20
drive on 1 Shoe	10
Drive on 2 Shoes	20
Drive on 2 Shoes	20
open wring	20
grab hook	75
6 Shoes	20
Sharpened mill picks	20
repaid 3 Shoes and drive	60
drive on 1 Shoe	10

T.B. Pstrop	
Shod Mule	20
Sharpned Scar	25
Shod Mule	10
Shod Mule	40
Shod mule	80
fix wagon	125
fix chaire	25
Sharpned mills picks	20
fix grate	55
Shod Mule	20
Shod mare	40
Sharpned mills picks	20
Shop Work	50
fix Mill iron	510
Shop work	10
fix Mill	50
credit By lumber	700
lumber 4480	8 47
Saw bill and lumber	44
fix mill	150
Shod Mule 1 shoe	20
Shod Mar 1 shoe	25

Shod Mule January 19	20
Shod Mule	20
Shop work	25
Mad grafs hook	75
Sharpened Mill Picks	40
Sharpened picks	40
fix chain	25
Shop work	10
Saw tooth Pooler	10
upset ax	25
grab hooks	55
Shod Mor	20

S. H. Parsons, against V. R. AIstrop, Account.

March IIth. I904. To July, I905.

To ballence on Blacksmith Shop Account after giving all just credits, ----------$I3.65

To two Sheap Hides at 75c. each----------I.50

Total--------$I5.I5

S H Parsons

This is to certify that S. H. Parsons personally appeared before me on the I9th. day of July, I905 and made oaththat the within account against the estate of V. R. Aistrop is just and that this the ballence due after giving all just credits.

W K Hopkins

com. in Chancery.

At the same time also personally appeared Jack Cox and made oath that he saw the said S.H. Parsons doing work for him during the year 1905. this July 19th, 1905

W K Hopkins, Com.
in Chancery.

S.N. Parsons
vs {account
D.R. Hitchcock

$15.10

(11)

Pennington Gap. Va.
Apl 15 '05

V. R. Ashop
To Dr. J. H. Morgan Dr.
Jan. 1905 To 3 visits & medicine $7.50

Sworn to before me
this apr 20th 1905
J J Yeary J P

Monthly Statement.

Interest Charged After 30 Days.

1-4 1905

Mr. W. R. Astrop
City

IN ACCOUNT WITH **PENNINGTON LUMBER CO.**

To Bal		1	70		
Sworn to before me this 3rd day of May 1905 J. J. Geary J.P.					

(12)

Commonwealth Of Va.
VS.) fow lunacy.
V. R. Aistrop.

The costs incured in this case against the said Aistrop are as follows:

To J. J. yeary Esq. for issueing the papers and investigating the case;----------$ I.00
TO E. R. Garrison Const. for summonsing four wit-
tnesses andserving process on defendant;---------- -$I.30
To J. M. Morgan; M.D.----------$2.50
To A. J. Stewart, M. D. ----------$2.50
To J. M. STewart; Witness,---------- .50
To John Edans, Witness----------.50
To J. J. Yeary, fortwo days in convaying the said Ai-
strop to the assylum at Marion Va.----------$%.500
To J. J. Yeary for expences ----------$2.00

$I5.30

This is to certify that J. J. Ye ary came before me on the 24th. day of June , I905 and made oath that the within account is correct so far as he knows and is unpaid.

W. K. Hopkins

Com in chang

(13)

Gf. Mrs 3 acct

John T. Hughes, Committee — Plaintiff

VS.) In Chancery

V. R. Aistrop et al — Defendants

To E. S. Stapleton, D. S. you are hereby commanded to summon George Ely and John Edans

If to be found in your district to appear before the Undersigned commissioner on the ~~10~~ 17th. day of July 1905 at his office in Pennington Gap Va. to answer such Questoons as shall be propounded by said commissioner or other interested parties relative to the above style cause and have then and there a copy of this order and how you have executed the same.

Given Undermyur my hand this the 5th. day of july 1905.

W K Hopkins

Com/ In Chancery.

For return

Executed the within process on the 8th day of July, by delivering a copy of the within notice to persons over 16 years of age at the dwelling of the within witnesses & making known to them their contents, this July 13, 1905 —

P.M. Ball Sheriff
Per E. Bartfield Jr. D.S.

John T. Hughes Committee &c. Plaintiff

vs.) In Chancery

V. R. Aistrop et al Defenants

To V. R. AIstrop, M. G. Ely, Guardian ad litem of the said V. R. Aistrop J. T. Hughes Committee Of Thr same and to Carrie Aistrop, Unice Headrick, Cora Music, Perry Aistrop, Chas Aistrop, Alonzo Aistrop, and John Aistrop: TAKE NOTICE; That the Undersigned commissioner will, pursuant to the decree rendered in this cause at a Circuit Court continued and held in Lee County at the Court House thereof on the I6th. day of May I905, sit in my office in the town of Pennington Gap, Va. on the 10 day of July, I905 to ascertain:

(I)What personal estate, if any, the said V. R. Aistrop owns and whether there is a sufficiency to pay the debts of the saidAistrop.

(2) What effects , if any, went into the hands of the said John T. Hughes as Committee of the said V. R. Aistrop.

(3) What real estate , if any, the said V. R. Aistrop owns, its rental value and its situation.

(4)What debts , if any the said V. R. Aistrop ows, to whom, when due and what prioritiesif any, there exists;

(5) What if any thing will be necessary for the support and maintenance of said Aistrop per annum; and

(6)said commissioner will further inquire into and report upon any other matter deemed pertinent by himself or required by any person in interest.

If said inquiry be not commenced upon said day; or if commenced and not concluded, the same will be continued from time to time at the same place until compleeted.

Given Under my hand this the 14 day of June, I905.

W. K. Hopkins

Commissioner in Chancery.

for return
for Return

Executed by serving a copy of the within notice upon each of the within mentioned defendants, except Alonzo Astrop who is out of the commonwealth this June 21st. 1905.

E Sett Fletcher D.S. for
D. M. Ball C.J.C.

John T. Hughes, Committee &c. Plan.

vs.) In Chancery.

V. R. Aistrop, et al Def.

TO WHOM IT MAY CONCERN:

Pursuant to the terms of the Decree rendered in the above styled case on the 16th. day of May 1905, I will sit in my office on the 10 day of July 1905, to ascertain ;

(1) what personal estate if any, the said Aistrop owns and whether there is a sufficiency to pay the debts of the said Aistrop;

(2) what effects if any, went into the hands of the said John T/ Hughes as Committee of the said V. R. Aistrop.

(3) what real estate, if any, the said Aistrop owns, its situation and rental Value;

(4) what debts, if any, the said V. S. Aistrop owe, to whom and when due and what priorities, if any, there exists;

(5) what if any thing will be necessary for the support and maintenance of the said Aistrop per annum; and

(6) he will ascertain and report upon any other matter deemed pertinent by himself or specially required by any person in interest.

If said inquiry be not concluded on said day, or if not begun, the same will be continued from time to time at the same place till completed.

Given under my hand this the 14 day of June, 1905.

W R Hopkins

Commissioner In Chancery.

John T. Hughes Committee &c. Plaintiff

vs.) In Chancery

V. R. Aistrop et al Defendants

To V. R. AIstrop, M. C. Ely, Guardian ad litem of the said V. R. Aistrop J. T. Hughes Committee Of Thr same and to Carrie Aistrop, Unice Headrick, Cora Music, Perry Aistrop, Chas Aistrop, Alonzo Aistrop, and John Aistrop: TAKE NOTICE; That the Undersigned commissioner will, pursuant to the decree rendered in this cause at a Circuit Court continued and held in Lee County at the Court House thereof on the 16th. day of May 1905, sit in my office in the town of Pennington Gap, Va. on the 10 day of July, 1905 to ascertain:

(1)What personal estate, if any, the said V. R. Aistrop owns and whether there is a sufficiency to pay the debts of the saidAistrop.

(2) What effects , if any, went into the hands of the said John T. Hughes as Committee of the said V. R. Aistrop.

(3) What real estate , if any, the said V. R. Aistrop owns, its rental value and its situation.

(4)What debts , if any the said V. R. Aistrop owe, to whom, when due and what prioritiesif any, there exists;

(5) What if any thing will be necessary for the support and maintenance of said Aistrop per annum; and

(6)said commissioner will further inquire into and report upon any other matter deemed pertinent by himself or required by any person in interest.

If said inquiry be not commenced upon said day; or if commenced and not concluded, the same will be continued from time to time at the same place until completed.

Given Under my hand this the 14 day of June, 1905.

W. H. Hopkins

Commissioner in Chancery.

Alonzo Ritter

N O T I C E !

N O T I C E ! N O T I C E !

John T. Hughes, Committee, Plaintiff.	)	
Vs.	)	In Chancery.
V. R. Astrop et als., Defendants.	)	

To Carry out the decree entered in the above styled cause, on the 26th day of September, 1905, and now pending in the Circuit Court for Lee County, I will proceed at the front door of the Post Office in the town of Pennington Gap, in Lee County, Virginia, on the 21st DAY OF APRIL, 1906, At about the hour of 11 A.M. of that day, and at Public outcry, to the highest and best bidder, to sell the following real estate of said V.R.Astrop:

(1). The land conveyed to said Astrop by Johnathan Dalton & Wife by deed dated the 19th day of November, 1878;

(2). The land conveyed to said Astrop by N.G., Lucinday Bayley, and Carr Bailey; 15th day of October, 1879;

(3). The land conveyed to said Astrop by Francis Elon & Wife by deed dated the 2nd day of October, 1881;

(4). The land conveyed to said Astrop by James H.& Emily Stewart, by deed the 1st day of August, 1896. To all which deeds reference is made for a more particular description of the said lands. Or enought thereof to pay the sum of $750.00, upon the following terms, to-wit: Enough to pay the costs of said suit and commissions of sale, down, and the remainder in two equal installments in one and two years time, bearing interest from date of sale. The purchaser will be required to execute notes, bearing interest from date of sale with good security.

This the 12th day of March, 1906.

E. B. Pennington,

Special Commissioner.

Pennington Gap,Va.,Jan.,17th,1906.

Mr.C.E.Wildasin,

Glade Springs,Va.

Dear Sir:-

Your favor of the 11thinst,authorizing me to bid in for you the Astop Engine and boiler,provided some one does not make it bring more than your debt,its interest and your share of the costs of the suit. I append herewith a calculation which will make your debt,interest and costs:

Amount of debt,with interest from 3.15/1904.	$200.00.
Interest on same to Jan.,20th,1906.	22.15.
Costs apportioned according to total indebtedness,	31.85.
Making a total which I will bid for you on sais engine and boiler,	$254.00.

Unless further directions from you,if any one will bid more than $254.00,I will let them have it in so far as you are concerned.

Yours very truly,

T. W. Pennington.

CARBON COPY

(1) Geiser Manf. Co

2 notes $100.00 each, int. from 3/13-06 = $200.00

Int. to 6/11-06 27.00

Total due 6/11-06 $227.00

10% attys. fee 22.70

$204.30

(2) H. P. M. Stewart

Note Bal. due 11-15-04 $102.45

Int to 6/11-06 9.70

Total due 6/11-06 $112.15

5% Comm attys fee 5.60

$106.55

(3) E. F. Green

Note 1-4-02 $11.15

Int to 6/-11-06 2.95

Total due 6/11-06 $14.10

5% attys fee .70

$14.40

(4) A. G. Hyatt Cashier

Note 1-2-05 $69.55

Int to 6-11-06 6.00

Total due 6-11-06 $75.55

5% Comm. attys. fee 3.75

$71.80

(5) A. J. & J. L. Cox

Note 1-2-02 $22.08

Int. to 6-11-06 5.85

Total due 6/11-06 $27.93

5% attys fee 1.38

26.55

204.30
106.55
14.40
71.80
26.55
$424.60

N O T I C E !

John T. Hughes Commitee, Plaintiff.	)
Vs.	) In Chancery.
V. R. Astrop, et als. Defendants.	)

To carry out the decree entered in the above styled cause on the 26th,day of September,1905, and now pending in the Circuit court for Lee County, I will proceed at the front door of the Post office for Pennington Gap,Va., On the 21st day of APRIL,1906, at about the hour of 11 A.M.of that day,at public auction,to the highest and best bidder,to sell the following real estate of the said V.R.Astrop:

(1). The land conveyed to said Astrop by Johnathan Dalton and wife, by deed,dathed the 19th day of November,1878;

(2). The land conveyed to said Astrop by N.G.Bailey,Lucindy Bailey and Carr Bailey,by deed dated the 15th day of October,1879;

(3). The land conveyed to said Atsrop By France Zion & Wife,by deed dated the 2nd day of October,1881,and

(4). The land conveyed to said Astrop,by James M.& Emily Stewart, by deed dated the 1st day of August,1896. To all which deeds,reference is made for a moreparticular description of said lands. Or enough thereof to pay $750.00,upon the following terms,to-wit: Enough cash down to pay the costs of said suit and commissions of sale,and remainder on a credit of one and two years,bearing interest from date of sale. For the deferred payments,the purcaheser will be required to give notes with good personal security.

This the 19th day of March,1906.

E. W. Pennington,

Special Commissioner.

To V. R. Astrop,

Take notice that on the 20th day of February,1905,that being the first day of the February Term,1905,of the Circuit court for Lee County,Virginia, being a creditor of yours,I will move the Circuit Court for Lee County,Virginia,to appoint a Committee of your estate. If you or any one for you has any reason to offer to the Court at the time and place aforesaid why such committee should not be appointed,you will please attend said court at the Court-house of said County of Lee,and make your reasons known. Given under my hand this the 11th day of January,1905.

John M. Smyth, Jr.

By E. W. Pennington

Attorney.

I hereby certify that I delivered a true copy of the within notice to V. R. Astrop on Jan. 12th 1905

J. J. Yeary J. P.

Order of Publication.

In the Clerks Office of the Circuit Court of the County of Lee on the 7th. day of April, 1905

John T. Hughs, Committee; Pltf.
against
V. R. Aistrop, [lunatic] et al Def.

The object of this petition is to have the creditors of said V. R. Aistrop, convened before a Commissioner in Chancery, to make inquiry and report to the Court upon the indebtedness of the said V. R Aistrop, to whom due, and amounts; also what real estate the said V. R. Aistrop owns, its rental value and what sums, if any, will be necessary for the Maintenance of said V. R Aistrop's family.

And an affidavit having been made and filed that the defendant Thos. J. Aistrop is not a resident of the State of Virginia, it is ordered that he do appear here within 15 days after due publication hereof and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Pennington News, and that a copy be posted at the front door of the court-hous of this County as required by law.

A copy—Teste:
Pennington Bros. p. q.
H C. T. Ewing, Clerk,
by M. E. Flanary, D. C.

I hereby certify that the within Order of Publicationof John T. Hughes, Com. VS. V.R. Aistrop, Lunatic et al was published for four successive weeks in the Pennington News, a weekly Newspaper published in Sur County, Va. ~~this state~~, beginning on the 7th. day of April, 1905 and ending on the 28th? day of April 1905.

Given Under my hand this the 8th. day of May, 1905.

W K Hopkins

Editor The News.

John T. Hughes, Com.

vs. } Order of Publication

U. R. Aitrop, et al.

Fee $5.00

Virginia,

Lee County,to-wit:

This day E. W. Pennington appe ared in person before me,a justice of the peace in and for the county and State aforesaid, and made oath that Thomas J.Astrop,against whom and others John T.Hughes, as a committee for V.R.Astrop has lately instituted and filed a petition in the Circuit Court for Lee County,Virginia,is a non-resident of this Commonwealth.

Given under my hand,this the 3ar day of April,1905.

J J Yeary J.P.

The Commonwealth of Virginia,

To the Sheriff of the County of ~~*Lee*~~ Smythe, *Greeting:*

WE COMMAND YOU, That you summon V. R. Astrop, (a lunatic), Carrie Astrop, Thos. J. Astrop, Unice Headrick, Cora Music, Perry Astrop, Chas. Astrop, Alonzo Astrop and John Astrop

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 3rd Monday in April, 1905, to answer a ~~bill~~ petition in chancery exhibited against them by John T. Hughes, Committee for V. R. Astrop

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 23rd day of March, 1905, and 129th year of the Commonwealth.

H. C. T. Ewing, Clerk

A Copy, Teste:

H. C. T. Ewing, Clerk.

John T. Hughes, Com. etc.

VS { SUBPŒNA IN CHANCERY.

V. R. Astrop, et als.

Pennington Bros. p. q

To 2nd April 1905 Rules.

Lee Circuit Court, Court.

Executed, on V. R. Astrop by handing him in person a Copy of the within Summon, at the Southwestern State Hospital, Marion Va. this 5 day of April 1905.

H. L. Linds[illegible] D S

for W. M. McGlaughlin D S

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 301.

In the Clerk's Office of the Circuit Court of the County of Lee on the 7th day of April 1906.

John P. Hughes Committee,
Plaintiff,
against
V. R. Astrop, (lunatic) et al
Defendants

The object of ~~this suit~~ Petition is to have the creditors, of said V. R. Astrop, convened before a Commissioner in Chancery to make enquiry and report to the court upon the indebtedness of the said V. R. Astrop, to whom due, and amounts; also what real estate the said V. R. Astrop owns, its rental value, and what sums, if any, will be necessary for the maintenance of said Astrop's family.

And an affidavit having been made and filed that the defendant Thos. J. Astrop is not a resident of the State of Virginia, it is ordered that he do appear here within 15 days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Pennington Gap News, and that a copy be posted at the front door of the court-house of this County ~~on the first day of the next term of the Court.~~

A copy—Teste:

Pennington Bros. p. q. T. J. C. Ewing Clerk.
By M. E. Hamary D.C.

FORM No. 301.

John T. Hughes, Com.

vs. { ORDER OF PUBLICATION.

V. R. Astrop (Lunatic) et al

Virginia, Lee County, to-wit:

I, J. L. C. J. Ewing, Clerk of the circuit Court, for the County aforesaid, in the State of Va., do certify that I posted a true copy of the within order of publication at the front door of the Court-house on the 7th day of April, 1905.

Given under my hand this the 7th day of April, 1905.

J. L. C. J. Ewing, Clk.
By M. E. Slaney D.C.

UNITED STATES OF AMERICA
2
2
TWO CENTS

PENNING[illegible] CAP. VA.
APR
8
7 PM
1907
REC'D.

Virginia,

Lee County,to-wit:-

I.E.R.Garison,do hereby solemnly swear,that on the 8th day of April,1905,and in Lee Co.,Va.,I delivered a true copy of the attached summons to each of the following named persons therein,to-wit: Carrie Astrop,Unice Hedrick,Cora Music,Perry Astrop, Charles Astrop,Alonzo Astrop,and John Astrop.

Given under my hand this the 8th day of April,1905.

E.R.Garrison C.L.C.

The foregoing return of E.R.Garison sworn to before me by him,on this the 8th day of April,1905.

J. J. Geary J.P.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon W. P. Astrop (Lunatic), Carrie Astrop, Thos. J. Astrop, Unice Fredrick, Ora Mabie, Perry Astrop, Chas. Astrop, Alonzo Astrop & John Astrop

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 3rd Monday in April, 1905, to answer a bill in chancery exhibited against them in our said Court by John T. Hughes, Committee.

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 6th day of April, 1905, and 129th year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

, Clerk.

Executed by summon all of the within Parties in the within notice this April 8th 1905 to A Garison L C
sworn to before me this apr 8th 1905
J J Yeary J P

John T. Hughes, Com.

VS } SUBPŒNA IN CHANCERY.

V. R. Ashtrop (Lunatic) et al

Pennington Bros. p. q

To 2nd April Rules.

Lee Circuit Court.

1905

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon John T. Hughes, committee for V. R. Aistrop, a Lunatic, V. R. Aistrop, Thos. J. Aistrop, Eunice Fredrick, Cora Musick, Charley Aistrop, Perry Aistrop, Alonzo Aistrop and John Aistrop

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 1st Monday in Feby, 1907, to answer a ~~bill~~ petition in chancery exhibited against Them by Carrie Aistrop,

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 1st day of Feby, 1907, and 131" year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

H. C. T. Ewing, Clerk.

VS { SUBPŒNA IN CHANCERY.

----------p. q

To----------Rules.

----------Court.

I hereby accept service of the within subpœna, this Feb. 21 1907,

Junior H. Adams

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon John P. Hughes, committee for V. R. Aistrop, a Lunatic, V. R. Aistrop, Thos. J. Aistrop, Eunice Hedrick, Cora Musick, Charles Aistrop, Perry Aistrop, Alonzo Aistrop and John Aistrop,

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 1st Monday in Feby, 1907, to answer a ~~bill~~ petition in chancery exhibited against Thos by Carrie Aistrop.

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the 1st day of Feby, 1907, and 131st year of the Commonwealth.

A Copy, Teste: H. C. T. Ewing, Clerk.

_____, Clerk.

Executed this 2nd day of Feb. 1907, as follows, to wit: Charles Aistrop, 2 ex. Mary Aistrop, 2 ex. Lucy Aistrop, 2 ex. Lucy Aistrop, 2 ex. Lucy

John T. Hughes Com

vs. } Petition

V. R. Astrofski et al.